



RANCHO SANTA FE FIRE PROTECTION DISTRICT BOARD OF DIRECTORS MEETING AGENDA

Rancho Santa Fe FPD
Board/Community Room – 16936 El Fuego
Rancho Santa Fe, California 92067

August 19, 2009
Regular Session 1:00 pm

RULES FOR ADDRESSING BOARD OF DIRECTORS

Members of the audience who wish to address the Board of Directors are requested to complete a form near the entrance of the meeting room and submit it to the Board Clerk.

Any person may address the Board on any item of Board business or Board concern. The Board cannot take action on any matter presented during Public Comment, but can refer it to the Administrative Officer for review and possible discussion at a future meeting. As permitted by State Law, the Board may take action on matters of an urgent nature or which require immediate attention. The maximum time allotted for each presentation is FIVE (5) MINUTES.

Pledge of Allegiance

1. Roll Call

2. Public Comment

All items listed on the Consent Calendar are considered routine and will be enacted by one motion without discussion unless Board Members, Staff or the public requests removal of an item for separate discussion and action. The Board of Directors has the option of considering items removed from the Consent Calendar immediately or under Unfinished Business.

3. Consent Calendar

a. Board of Directors Minutes

- i) Board of Directors minutes of July 8, 2009 (Regular meeting)
- ii) Board of Directors minutes of July 22, 2009 (Special meeting)

ACTION REQUESTED: **APPROVE**

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in a meeting, please contact the Secretary at 858-756-5971. Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements to assure accessibility to the meeting.

b. Receive and File

i) Monthly/Quarterly Reports – ACTION REQUESTED: **INFORMATION**

(1) List of Demands

Check 19555 thru 19668 for the period July 1 – 31, 2009 totaling:	\$495,811.06
Payroll for the period July 1 – 31, 2009	<u>\$460,173.03</u>
TOTAL DISTRIBUTION	\$955,995.09

(2) Budget Review – July 1, 2008 – June 30, 2009

(3) Statement of Cash Assets – June 30, 2009

(4) Activity Reports – July 2009

- Fire Prevention
- Operations
- Training

(5) District Articles – July 2009

(6) Correspondence - letters/cards were received from the following members of the public:

- Thomas Payne

4. Old Business

a. None

5. New Business

- a. Notice to Withdraw Resolution No. 2008-14 – *entitled* A Resolution of Necessity by the Board of Directors of the Rancho Santa Fe Fire Protection District, to Acquire Certain Real Property by Eminent Domain Proceedings and Directing the District Counsel to Commence an Action in the Superior Court for the Purpose of Acquiring Said Real Property
To discuss and withdraw resolution no. 2008-14 approved December 29, 2008
ACTION REQUESTED: **Motion to withdraw resolution**
- b. Amendment to the Memorandum of Agreement Dated as of March 7, 1995 between the County of San Diego and Participating Cities and Jurisdictions Regarding the Implementation, Governance, Method of Funding and Costs of a Regional Radio System Providing Communication Services to Public Safety and Public Service Agencies Operating in San Diego County and Imperial County
To discuss and/or approve the three-year extension - [Staff Report 09-16](#)
ACTION REQUESTED: **APPROVE**
- c. Easement – Sewer Lines & Appurtenances (Project Name: Fairbanks Ranch Fire Station Expansion)
To discuss and/or approve a perpetual easement to the Rancho Santa Fe Community Services District - [Staff Report 09-17](#)
ACTION REQUESTED: **APPROVE**
- d. Prop 1A Loan Securitization Program by California Communities
To discuss and/or provide direction to join California Communities to participate in the Prop 1A loan securitization program.
ACTION REQUESTED: **DIRECTION**
- e. Meeting Schedule – November 11, 2009
To discuss a change in meeting date for the regular Board of Directors meeting date for November 11, 2009 due to the federal holiday
ACTION REQUESTED: **Motion to change meeting date**

6. Oral Reports

- a. Fire Chief – Pavone
 - i) Fairbanks Ranch Replacement Fire Station – Update
 - ii) District Activities
- b. Operations – Deputy Chief Michel
- c. Training – Battalion Chief Davidson
- d. Fire Prevention - Fire Marshal Hunter
- e. Administrative Manager – Rannals
- f. Board of Directors
 - i) North County Dispatch JPA – Update
 - ii) County Service Area – 17 – Update
 - iii) Comments

7. Closed Session

- a. With respect to every item of business to be discussed in closed session pursuant to Government Code Section 54956.8
Conference with negotiators for the following real property:
18029 Calle Ambiente, Rancho Santa Fe
Negotiating Parties: James Ashcraft, Director; John C. Tanner, Director; Nick Pavone, Fire Chief
Under Negotiation: Both Price and Terms of Payment
- b. With respect to every item of business to be discussed in closed session pursuant to Government Code Section 54957.6
CONFERENCE WITH LABOR NEGOTIATORS
Agency Negotiators: Jim Ashcraft, Randy Malin, Assigned Staff
Represented Employees: Rancho Santa Fe Professional Firefighters Association – Local 4349
Under Negotiation: A successor Memorandum of Understanding
- c. With respect to every item of business to be discussed in closed session pursuant to Government Code Section 54957.6:
CONFERENCE WITH LABOR NEGOTIATORS
Agency designated representatives: Nicholas G Pavone, Fire Chief
Employee organization: Unrepresented Employees
Position – Fire Chief (1); Deputy Chief (1); Battalion Chief (4); Fire Marshal (1); Administrative Manager (1)

8. Adjournment



RANCHO SANTA FE FIRE PROTECTION DISTRICT
Board of Directors Regular Meeting – Agenda
Wednesday, August 19, 2009 1:00 pm PST

CERTIFICATION OF POSTING

I certify that on August 13, 2009 a copy of the foregoing agenda near the regular meeting place of the Board of Directors of Rancho Santa Fe Fire Protection District, said time being at least 72 hours in advance of the meeting of the Board of Directors (Government Code Section 54954.2)

Executed at Rancho Santa Fe, California on August 13, 2009

Karlana Rannals
Board Clerk



**RANCHO SANTA FE FIRE PROTECTION DISTRICT
REGULAR BOARD OF DIRECTORS MEETING
MINUTES – July 8, 2009**

President Ashcraft called to order the regular session of the Rancho Santa Fe Fire Protection District Board of Directors at 1:00 pm.

Pledge of Allegiance

Director Tanner led the assembly in the *Pledge of Allegiance*.

1. Roll Call

Directors Present: Ashcraft, Hickerson, Hillgren, Malin, Tanner

Directors Absent: None

Staff Present: Nick Pavone, Fire Chief; Tony Michel, Deputy Chief; Cliff Hunter, Fire Marshal; Bret Davidson, Battalion Chief; Jim Sturtevant, Battalion Chief; and Karlana Rannals, Board Clerk

President Ashcraft reported on a request to amend the agenda to add for discussion and/or action:

NEW AGENDA ITEM: Closed Session 7(c)

With respect to every item of business to be discussed in closed session pursuant to Section 54956.8

Conference with negotiators for the following real property: 18029 Calle Ambiente, Rancho Santa Fe

Negotiating Parties: James Ashcraft, Director; Nancy C. Hillgren, Director; Nick Pavone, Fire Chief

Under Negotiation: Both Price and Terms of Payment

MOTION BY DIRECTOR MALIN, SECOND BY DIRECTOR TANNER, CARRIED 5 AYES; 0 NOES; 0 ABSENT; 0 ABSTAIN to add 7 (c) to the agenda.

2. Public Comment

No one requested to speak to the Board.

3. Consent Calendar

MOTION BY DIRECTOR MALIN, SECOND BY DIRECTOR HILLGREN, CARRIED 5 AYES; 0 NOES; 0 ABSENT; 0 ABSTAIN to approve the Consent Calendar as submitted:

a. *Board of Directors Minutes*

MOTION BY DIRECTOR MALIN, SECOND BY DIRECTOR HILLGREN, CARRIED 5 AYES; 0 NOES; 0 ABSENT; 0 ABSTAIN to approve the Board of Directors minutes of June 17, 2009

b. *Receive and File*

MOTION BY DIRECTOR MALIN, SECOND BY DIRECTOR HILLGREN, CARRIED 5 AYES; 0 NOES; 0 ABSENT; 0 ABSTAIN to receive and file:

i.) Monthly/Quarterly Reports

(1) List of Demands

Check 19424 thru 19887 for the period June 1 – 30, 2009 totaling:	\$ 558,856.13
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Payroll for the period May 1 – 31, 2009	<u>\$ 557,146.36</u>
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TOTAL DISTRIBUTION	\$1,116,002.49
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(2) Activity Reports – June 2009

1. Fire Prevention
2. Operations
3. Training

(3) District Articles – June 2009

(4) Correspondence - Thank you letters/cards were received from the following members of the public:

- Cogswell Polytechnical College
- Lisa Ajaian

4. Old Business

- a. None

5. New Business

a. Second Amended and Restated Joint Exercise of Powers Agreement for *North County Dispatch Joint Powers Authority (NCDJPA)*

Chief Pavone summarized the staff report provided. The NCDJPA Board of Directors requested that since new members have joined the JPA, they requested that staff review the current agreement. They were interested in all recommendations to restructure the agreement, specifically Section 8, Withdrawal/Termination. Chief Pavone reported there were three primary revisions to the document: 1) Section 5.G.4 – Voting requirement; 2) Section 6.B. requiring that board and finance policies be developed; and 3) Section 8 – Withdrawal. He reported that the Fire District's legal counsel has reviewed and approved the document as presented.

MOTION BY DIRECTOR HILLGREN, SECOND BY DIRECTOR MALIN, CARRIED 5 AYES; 0 NOES; 0 ABSENT; 0 ABSTAIN to approve the Second Amended and Restated Joint Exercise of Powers Agreement for North County Dispatch JPA and authorize the President to execute the amendment.

b. Request to Lease Space by North County Dispatch Joint Powers Authority

Chief Pavone discussed with the Board the need for immediate and future space requirements for the Fire District. He included a letter with the agenda material that was received from North County Dispatch JPA. This letter identified the JPA's interest in leasing any unused space at the current administrative offices or Headquarters Fire Station. Chief Pavone provided the Board information on the current lease rates paid by tenants and discussed the benefits to the District in retaining NCDJPA at the current location. The board concluded in their discussions that they are unable to commit any space and/or determine a lease rate at this time.

c. Management Services Contract with Encinitas, Solana Beach, and Del Mar

Chief Pavone summarized the staff report provided. He reported that he has had numerous meetings with representatives from all interested agencies to explore the option of management services. With the

addition of Encinitas in the discussions, Rancho Santa Fe would only provide Battalion Chief Services, and Encinitas would provide all other management services. This is a significant change from the previous management services contract originally discussed. If the shared management services contract is ultimately approved, he informed the Board that he would review and discuss with the Board other possible personnel changes to assume some of the responsibilities currently undertaken by the Battalion Chiefs.

MOTION BY DIRECTOR HILLGREN, SECOND BY DIRECTOR MALIN, CARRIED 5 AYES; 0 NOES; 0 ABSENT; 0 ABSTAIN to approve the concept of the shared management services contract and authorize the Fire Chief to continue negotiations on a contract and operational plan.

6. Oral Reports

a. *Fire Chief – Pavone*

He reported on the following topics:

- Fairbanks Ranch Replacement Fire Station – Update: he met with the County of San Diego at the end of June to discuss the cost of fees and the Planning Commission schedule for our project. To date, the District has spent approximately \$60,000. He anticipates that the District will spend an additional \$10,000. The District's project is tentatively scheduled to for the Planning Commission meeting scheduled for August 4, 2009. The interim fire station process is also moving forward.
- District Activities
 - Pancake Breakfast: Tentatively scheduled for October 11, 2009.
 - Sponsor Appreciation Reception – July 16, 2009 at The Inn at Rancho Santa Fe.
 - FireWire – will be distributed week ending July 6th Director Hickerson agreed to be the next board member profiled.

b. *Operations – Deputy Chief Michel*

He reported on the following topics:

- Significant calls include:
 - None
- Fuel moistures remain slightly lower than the previous month; they are below 75% and approaching the critical level (60%)

c. *Training – Battalion Chief Davidson*

Chief Davidson summarized the monthly training activity, which included:

- RSF Personnel participated in:
 - Rescue Systems
 - Emergency Vehicle Operations Course (EVOC) training
 - Camp Pendleton Wildland Fire Training
 - Vehicle Fire Exercise conducted at the San Diego County Fair in Del Mar

d. *Fire Prevention – Fire Marshal Hunter*

- Reviewed new construction statistics
- Distributed statistics for the removal of the dead eucalyptus trees

Minutes

Rancho Santa Fe Fire Protection District Board of Directors

July 8, 2009

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e. Administration – Administrative Manager Rannals

- Reminder that the regular August board meeting will be held August 19, 2009

f. *Board of Directors*

- North County Dispatch JPA – Update – Director Ashcraft: no report
- County Service Area 17 – Update – Director Hickerson: no report
- Comments:
 - none

The meeting recessed for ten-minutes.

The following was disclosed prior to convening to closed session:

Director's Ashcraft, Hillgren, and Tanner are residents within the Covenant and members of the Rancho Santa Fe Association

7. Closed Session

Pursuant to the following Government Code Section, the Board of Directors convened in Closed Session from 2:41 – 3:55 pm for discussions on the following:

- a. Conference with negotiators for the following real property, pursuant to Government Code Section 54956.8
 1. APN 266-182-21
 2. APN 266-182-22

Negotiating Parties: Jim Ashcraft, Director; Nancy Hillgren, Director; and Nick Pavone, Fire Chief

Under Negotiation: Both Price and Terms of Payment

- b. Conference with negotiators for the following real property, pursuant to Government Code Section 54956.8
 1. APN 266-281-05

Negotiating Parties: Jim Ashcraft, Director; Nancy Hillgren, Director; and Nick Pavone, Fire Chief

Under Negotiation: Both Price and Terms of Payment

- c. Conference with negotiators for the following real property, pursuant to Government Code Section 54956.8
 1. 18029 Calle Ambiente, Rancho Santa Fe

Negotiating Parties: James Ashcraft, Director; Nancy C. Hillgren, Director; Nick Pavone, Fire Chief

Under Negotiation: Both Price and Terms of Payment

President Ashcraft reported that an update was provided to the board members and direction was provided to staff and negotiators regarding the eminent domain proceedings and the pursuit of real property for the Districts' parking needs.

President Ashcraft also reported that the negotiators for the real property located at 18029 Calle Ambiente will change to the following board members/staff: James Ashcraft, Director; John C. Tanner, Director; Nick Pavone, Fire Chief.

All members of the Board and staff listed attended the Closed Session.

8. Adjournment

Meeting adjourned at 4:00 pm.

Karlana Rannals
Secretary

James H Ashcraft
President



**RANCHO SANTA FE FIRE PROTECTION DISTRICT
SPECIAL BOARD OF DIRECTORS MEETING
MINUTES – July 22, 2009**

President Ashcraft called to order the special meeting of the Rancho Santa Fe Fire Protection District Board of Directors at 5:00 pm.

Pledge of Allegiance

Director Hickerson led the assembly in the *Pledge of Allegiance*.

1. Roll Call

Directors Present: Ashcraft, Hickerson, Hillgren, Malin, Tanner

Directors Absent: None

Staff Present: Nick Pavone, Fire Chief; Tony Michel, Deputy Chief; Bret Davidson, Battalion Chief; Mike Gibbs, Battalion Chief; and Stephen J Fitch, Legal Counsel

2. Public Comment

No one requested to speak to the Board.

It was disclosed prior to closed session that Director's Ashcraft, Hillgren, and Tanner are residents within the Covenant and members of Rancho Santa Fe Association.

3. Closed Session

Pursuant to the following Government Code Section, the Board of Directors convened in Closed Session from 5:03 – 6:46 pm for discussions on the following:

- a. With respect to every item of business to be discussed in closed session pursuant to Section 54956.8
 - i) Conference with negotiators for the following real property
 - (1) APN 266-182-21
 - (2) APN 266-182-22Negotiating Parties: James Ashcraft, Director; Nancy C. Hillgren, Director; Nick Pavone, Fire Chief
Under Negotiation: Both Price and Terms of Payment
- b. With respect to every item of business to be discussed in closed session pursuant to Section 54956.8
 - i) Conference with negotiators for the following real property
 - (1) APN 266-281-05Negotiating Parties: James Ashcraft, Director; Nancy C. Hillgren, Director; Nick Pavone, Fire Chief
Under Negotiation: Both Price and Terms of Payment
- c. With respect to every item of business to be discussed in closed session pursuant to Section 54956.8
 - i) Conference with negotiators for the following real property
18029 Calle Ambiente, Rancho Santa Fe
Negotiating Parties: James Ashcraft, Director; John Tanner, Director; Nick Pavone, Fire Chief
Under Negotiation: Both Price and Terms of Payment
- d. With respect to every item of business to be discussed in closed session pursuant to Section 54956.8
 - i) Conference with negotiators for the following real property
 - (1) APN 267-190-03-00Negotiating Parties: James Ashcraft, Director; John Tanner, Director; Nick Pavone, Fire Chief
Under Negotiation: Both Price and Terms of Payment

- e. With respect to every time of business to be discussed in closed session pursuant to Section 54957.6
 - i) CONFERENCE WITH LABOR NEGOTIATOR
 - Agency Negotiators: Jim Ashcraft, Randy Malin, Assigned Staff
 - Represented Employees: Rancho Santa Fe Professional Firefighters Association – Local 4349
 - Under Negotiation: A successor Memorandum of Understanding

Upon reconvening, President Ashcraft reported that an update was provided to the board members and direction was provided to staff and negotiators regarding the eminent domain proceedings and the pursuit of real property for the Districts' parking needs. All members of the Board and staff listed attended the Closed Session for 3 a-d.

President Ashcraft also reported that the agency negotiators for a successor Memorandum of Understanding provided an update. All members of the Board and Chief Pavone attended the Closed Session for 3 e.

5. Adjournment

Meeting adjourned at 6:47 pm.

Karlana Rannals
Secretary

James H Ashcraft
President

RANCHO SANTA FE FIRE PROTECTION DISTRICT

List of Demands - July 2009

Check	Amount	Vendor	Purpose
19555	\$629.20	Accme Janitorial Service Inc	Building Monthly Service
19556	\$110.00	AFSS -Southern Division	Association Dues
19557	\$181.75	AT&T Calnet 2	Telephone
19559	\$352.63	Blend	Outside Printing & Binding
19560	\$6,155.29	CDW Government Inc.	Printer Replacement (Karlana)
19562	\$808.00	Charles Z Fedak & Company	Accounting-Audit Services
19563	\$39,660.00	City of San Marcos	Workers' Compensation
19564	\$6,636.00	Cnty of SD Auditor & Contr. PTS	LAFCO
19565	\$4,948.00	Cnty of SD DPLU	FBR #3 Replacement
19566	\$108.00	Dept of Forestry & Fire Protec	Certification
19567	\$240.98	EDD	Unemployment Insurance
19568	\$550.00	Fire Dist. Association of CA	Association Dues
19569	\$3,946.75	Golden Telecom Inc	Voice Mail Up-grade
19570	\$2,743.56	Guardian Life Insurance Co	Dental Insurance
19571	\$59,441.88	Health Net	Medical Insurance
19573	\$18,597.00	Jeff Katz Architecture	FBR #3 Replacement
19574	\$6,686.26	Malin, Randy	Parking/Toll Fee Reimbursement
19576	\$60.00	Myers-Stevens & Toohey Co Inc.	Disability/Life Insurance
19577	\$114.00	North County Times	Advertising
19578	\$1,596.00	PDSI Inc	Telestaffing Maintenance
19579	\$166.70	Pitney Bowes Inc	Office Supplies
19580	\$25.00	RSFPFA	Firefighters Assn.
19581	\$60.00	SDCFCA - Admin Section	Association Dues
19582	\$75.00	SDCFCA - FPO Section	Association Dues
19583	\$27,570.00	Shapouri Engineering Company Inc	FBR #3 Replacement
19584	\$49.00	Terminix International	Building - Monthly Service
19585	\$414.48	The Lincoln National Life Ins Co	Disability/Life Insurance
19586	\$2,147.25	The SoCo Group Inc	Gasoline & Diesel Fuel
19587	\$15,659.04	U S Bank Corporate Payment System	Cal-Card./IMPAC program
19588	\$799.30	Aair Purification Systems Reinhart Corp	Building - Service/Maintenance
19589	\$428.81	AT&T Calnet 2	Telephone

Prepared by Connie P. Balignasary

RANCHO SANTA FE FIRE PROTECTION DISTRICT

List of Demands - July 2009

Check	Amount	Vendor	Purpose
19590	\$1,597.50	Bay City Electric Works Inc	Building - Service/Maintenance
19592	\$319.00	Cnty of SD APCD	Permits - County/City
19593	\$727.93	Complete Office of California Inc	Office Supplies
19594	\$2,464.50	County of SD/RCS	800 MHz Network Admin Fees
19595	\$29.68	Daniels Tire Service Inc	Vehicle Scheduled Maintenance
19596	\$400.00	Discount Carpet Cleaning	Building - Carpet Cleaning
19597	\$380.38	Engineered Mechanical Services Inc	Building - Service/Maintenance
19598	\$3,847.06	Fire ETC Inc	Safety Clothing
19599	\$210.26	Galls Retail	Uniform - Safety Personnel
19600	\$3,946.75	Golden Telecom Inc	Voice Mail Up-grade
19601	\$403.52	HSBC Business Solutions	Janitorial Supplies
19602	\$379.56	Jauregui & Culver Inc	Refuel Facility Repair
19603	\$170.00	Kratz Truck & Tire - Mobile	Tires & Tubes
19604	\$519.06	Life-Assist Inc	CSA-17 - Supplies
19605	\$72,200.45	North County Dispatch JPA	Dispatching
19606	\$977.59	Olivenhain Municipal Water District	Water
19607	\$10.00	Palomar College - Fire Technology	School Education/Training
19608	\$22.58	R J Safety Supply Co Inc	Calibration/Maintenance of Speciality Eq
19609	\$300.00	Rancho Santa Fe Rotary	Meetings/M meal Expenses/Association Dues
19610	\$700.00	Santa Fe Irrigation District	Vehicle Site Rental
19611	\$467.80	Stephen J Fitch & Associates	Legal Services
19612	\$1,827.93	The SoCo Group Inc	Gasoline & Diesel Fuel
19613	\$3,156.00	TIP - San Diego Inc	T.I.P. Program
19614	\$62,450.00	Torrey Pines Ins. Agency	Commercial - Liability - Auto Coverage
19615	\$29.96	U P S	Shipping Service
19616	\$102.82	Uniform Specialists Inc	Uniform - Safety Personnel
19617	\$604.44	United Imaging	Office Supplies
19618	\$822.42	Waste Management Inc	Trash Disposal
19619	\$5,000.00	WinTech Computer Services	Consulting Services
19620	\$1,550.00	WRG Fire Training Simulation System Inc	Station Maintenance-Training Tower
19621	\$750.00	Arnold A Lewin	Consulting Services

Prepared by Connie P. Balignasary

Check	Amount	Vendor	Purpose
19622	\$884.86	AT&T Calnet 2	Telephone
19624	\$558.75	Bay City Electric Works Inc	Generator Repair/Service/Maintenance
19625	\$2,993.50	Cnty of SD DPLU	FBR #3 Replacement
19626	\$4,530.18	Day Wireless Systems Inc	DOC-Dept Operations Center
19627	\$5,789.84	Escondido Paint and Body	Apparatus Repair
19628	\$20.30	FedEx	Shipping Service
19629	\$553.59	Geiger West Monrovia	Public Education Material
19630	\$441.76	Genesis Stoneworks Inc	RSF 1 Remode/upgrades
19631	\$2,743.56	Guardian Life Insurance Co	Dental Insurance
19632	\$66.90	Hank Wayne	Radio Equipment Minor
19633	\$59,441.88	Health Net	Medical Insurance
19634	\$22.50	Hearts & Hoses	Certification
19635	\$282.95	Home Depot, Inc	Station Maintenance/Paint/Hydrant Maintenance
19636	\$638.73	HSBC Business Solutions	Janitorial Supplies
19637	\$30.56	L N Curtis & Sons Inc	Uniform Alterations
19638	\$130.00	Lynx Technologies Inc	Mapping Services (ERM)
19639	\$60.00	Myers-Stevens & Toohey Co Inc.	Disability/Life Insurance
19640	\$2,258.21	North County EVS Inc	Apparatus Repair/Maintenance
19641	\$52.00	Olson's Hand Car Wash Inc	Car Wash
19642	\$300.15	Pitney Bowes Inc	Equipment Rental
19643	\$165.00	Prime Business Systems Inc	Telephone Repair
19645	\$5,538.75	San Diego Gas & Electric	Elec/Gas/Propane
19646	\$150.00	SDCFCA	Association Dues
19647	\$29.96	U P S	Shipping Service
19648	\$2,583.46	Willdan Financial Services	Benefit Assessment
19649	\$44.83	AT&T	Telephone
19650	\$175.53	B & B Appliance Service Dept	Station Maintenance
19651	\$3,250.00	Career Survival Group	Consulting Services
19652	\$300.00	Dependable Alarm Systems Inc	Alarm System Monitoring
19653	\$1,311.53	Direct Energy Business - Dallas	Elec/Gas/Propane
19654	\$837.00	Engineered Mechanical Services Inc	Station Maintenance

RANCHO SANTA FE FIRE PROTECTION DISTRICT

List of Demands - July 2009

Check	Amount	Vendor	Purpose
19655	\$3,507.19	Fire ETC Inc	Rescue Equipment
19656	\$130.34	Galls Retail	Zone Expenditures
19657	\$180.00	Hank Wayne	Radio (Mobile Repair)
19658	\$143.45	HSBC Business Solutions	Janitorial Supplies
19659	\$147.00	Ligtenberg, Ray	CSA-17 - Supplies
19660	\$67.08	Metro Fire & Safety Inc	Apparatus Parts & Supplies
19661	\$239.00	New Earth Enterprises Inc	Landscaping Maintenance Service
19662	\$3,190.00	Providea Inc	Videoconferencing
19663	\$16,050.00	Shapouri & Associates	FBR #3 Replacement
19665	\$414.48	The Lincoln National Life Ins Co	Disability/Life Insurance
19666	\$2,396.37	The SoCo Group Inc	Gasoline & Diesel Fuel
19667	\$20.00	U P S	Shipping Service
19668	\$152.24	Willis, Erwin L.	Computer Equipment/Parts
	\$5,671.56	Various	Medical Reimbursement
Sub-Total	\$495,822.06		
15-Jul-09	\$200,414.80	Rancho Santa Fe Fire PD	Payroll
31-Jul-09	\$259,758.23	Rancho Santa Fe Fire PD	Payroll
Sub-total	\$460,173.03		
TOTAL	\$955,995.09		

RANCHO SANTA FE FIRE PROTECTION DISTRICT
OPERATING EXPENDITURES FOR FISCAL YEAR 2008
 July 1, 2008 thru June 30, 2009

	BUDGETED EXPENDITURE FY 2009	UNAUDITED EXPENDITURE FY 2009	% OF BUDGET
PERSONNEL COSTS			
Salaries/Wages - Staff	\$4,638,248	\$4,555,375	98.2%
Holiday Pay	\$155,487	\$148,674	95.6%
Overtime	\$947,337	\$1,068,016	112.7%
Health Insurance + HRSA	\$897,962	\$975,695	108.7%
Life Insurance & Long Term Disability	\$10,013	\$6,439	64.3%
Paramedic Incentive Pay	\$16,800	\$12,174	72.5%
Retirement	\$1,345,595	\$1,330,952	98.9%
Social Security Tax	\$1,798	\$710	39.5%
Unemployment Insurance	\$17,272	\$10,915	63.2%
Medicare Tax	\$70,449	\$67,148	95.3%
Workers' Compensation	\$121,755	\$169,725	139.4%
Labor (Temporary)	<u>\$17,200</u>	<u>\$19,769</u>	114.9%
PERSONNEL (Subtotal)	\$8,239,917	\$8,365,592	101.5%

RANCHO SANTA FE FIRE PROTECTION DISTRICT
OPERATING EXPENDITURES FOR FISCAL YEAR 2008
July 1, 2008 thru June 30, 2009

	BUDGETED EXPENDITURE FY 2009	UNAUDITED EXPENDITURE FY 2009	% OF BUDGET
CONTRACTURAL			
Administrative Fees	\$152,170	\$151,687	99.7%
Advertising	\$3,278	\$586	17.9%
Association Dues	\$7,095	\$7,021	99.0%
Building/Facility Lease	\$12,000	\$8,400	70.0%
Dispatching	\$113,700	\$113,700	100.0%
Engineering Services	\$0	\$0	
Equipment Rental	\$1,509	\$1,318	87.3%
Equipment Repair	\$38,115	\$10,655	28.0%
Insurance	\$61,022	\$60,658	99.4%
Laundry Service	\$375	\$0	0.0%
Legal Services	\$19,241	\$25,644	133.3%
Local Meeting/M meal Expense	\$7,084	\$7,405	104.5%
Mileage Reimbursement	\$854	\$785	91.9%
Other Contractual Services	\$102,317	\$85,981	84.0%
Other Professional Services	\$141,905	\$104,087	73.3%
Permits	\$6,860	\$4,761	69.4%
Service Agreements	\$46,211	\$39,751	86.0%
Soil Contamination Cleanup	\$35,000	\$67,341	192.4%
Subscriptions	\$2,526	\$1,308	51.8%
Training	\$87,473	\$69,350	79.3%
Utilities			
Electricity	\$90,620	\$77,374	85.4%
Sewer	\$20,969	\$2,590	12.4%
Telephone	\$55,605	\$44,089	79.3%
Trash	\$8,777	\$8,704	99.2%
Water	\$19,506	\$13,384	68.6%
Vehicle Maintenance (Scheduled)	\$66,300	\$55,161	83.2%
Vehicle Repair	\$75,000	\$64,956	86.6%
CONTRACTURAL COSTS (Subtotal)	\$1,175,512	\$1,026,696	87.3%

RANCHO SANTA FE FIRE PROTECTION DISTRICT
OPERATING EXPENDITURES FOR FISCAL YEAR 2008
July 1, 2008 thru June 30, 2009

	BUDGETED EXPENDITURE FY 2009	UNAUDITED EXPENDITURE FY 2009	% OF BUDGET
MATERIALS & SUPPLY			
Apparatus	\$34,723	\$36,964	106.5%
Audio Visual	\$2,450	\$141	5.8%
Books	\$5,500	\$3,666	66.6%
Cellular	\$1,582	\$563	35.6%
Computer	\$67,413	\$50,199	74.5%
Electrical Supplies	\$417	\$0	0.0%
Fire Hose, Nozzles & Supply	\$9,000	\$6,021	66.9%
Firefighting Foam	\$3,500	\$2,822	80.6%
Food for Major Emergencies	\$2,000	\$18	0.9%
Fuel	\$88,000	\$54,242	61.6%
Furnishings/Equipment	\$11,000	\$2,149	19.5%
Grants	\$14,000	\$14,431	103.1%
Hydrant Maintenance	\$559	\$640	114.4%
Janitorial	\$31,167	\$23,057	74.0%
Knox Replacement	\$125	\$0	0.0%
Landscape	\$441	\$111	25.2%
Lumber/Screws/Nails	\$6	\$0	0.0%
Maps	\$1,000	\$527	52.7%
Medical Supplies	\$30,964	\$29,377	94.9%
Miscellaneous	\$5,897	\$6,059	102.8%
Office - General	\$58,705	\$44,873	76.4%
Paint	\$300	\$452	150.7%
Program Supplies	\$3,500	\$1,254	35.8%
Public Education	\$10,210	\$8,978	87.9%
Radio	\$33,762	\$36,977	109.5%
Rock, Sand, Gravel	\$500	\$0	0.0%
Safety	\$60,100	\$48,829	81.2%
Special Events & Awards	\$2,000	\$2,438	121.9%
Station Maintenance	\$54,175	\$25,099	46.3%
Station Supplies/Replacements	\$3,750	\$3,048	81.3%
Street Signs & Markers	\$750	\$200	26.6%
Tools	\$1,500	\$405	27.0%
Training (Expendable Supplies)	\$9,000	\$9,602	106.7%
Uniforms	\$31,800	\$22,572	71.0%
MATERIAL & SUPPLY (Subtotal)	\$579,794	\$435,712	75.1%
OPERATING COST SUMMARY			
Personnel	\$8,239,917	\$8,365,592	101.5%
Contractual	\$1,175,512	\$1,026,696	87.3%
Material & Supply	\$579,794	\$435,712	75.1%
Depreciation	\$612,793	\$594,117	97.0%
TOTAL COSTS	<u>\$10,608,016</u>	<u>\$10,422,117</u>	98.2%
BEFORE CAPITAL OUTLAY			

RANCHO SANTA FE FIRE PROTECTION DISTRICT
OPERATING EXPENDITURES FOR FISCAL YEAR 2008
 July 1, 2008 thru June 30, 2009

	BUDGETED FY 2009	UNAUDITED EXPENDITURE FY 2009	% OF BUDGET
CAPITAL and PLANNED PROJECTS			
Thermal Imager (Qty2) - Replacement	\$20,000	\$22,403	112.0%
Televideo Conference Equipment - <i>Carry Over Expenditure (05/06)</i>	\$17,200	\$1,731	10.1%
RSF3 - FBR Station			
Engineering Services	\$19,156	\$91,419	477.2%
Architectural Services	\$400,000	\$214,912	53.7%
Land Acquisition	\$25,000	\$0	0.0%
Temporary Facility	\$200,000	\$60,031	30.0%
Construction	\$500,000	\$86,648	17.3%
Admin Building Remodel	\$180,358	\$6,849	3.8%
RSF1 - RSF Hqtrs Station Pavers	\$44,200	\$44,176	99.9%
Dept Operation Center (DOC)	\$50,000	\$17,059	34.1%
RSF2 - 4SR Station Refuel Facility (modification)	\$75,000	\$0	0.0%
Admin/Hqtrs Parking	\$2,000,000	\$0	0.0%
0261 - Water Tender - Foam System	\$18,000	\$0	0.0%
0261 - Water Tender - Hydraulic Tank Rack Lift	\$6,000	\$0	0.0%
0181 - Staff	\$50,000	\$29,842	59.7%
0383 - Command	\$70,000	\$42,294	60.4%
Total Capital & Projects	<u>\$3,674,914</u>	<u>\$617,363</u>	16.8%

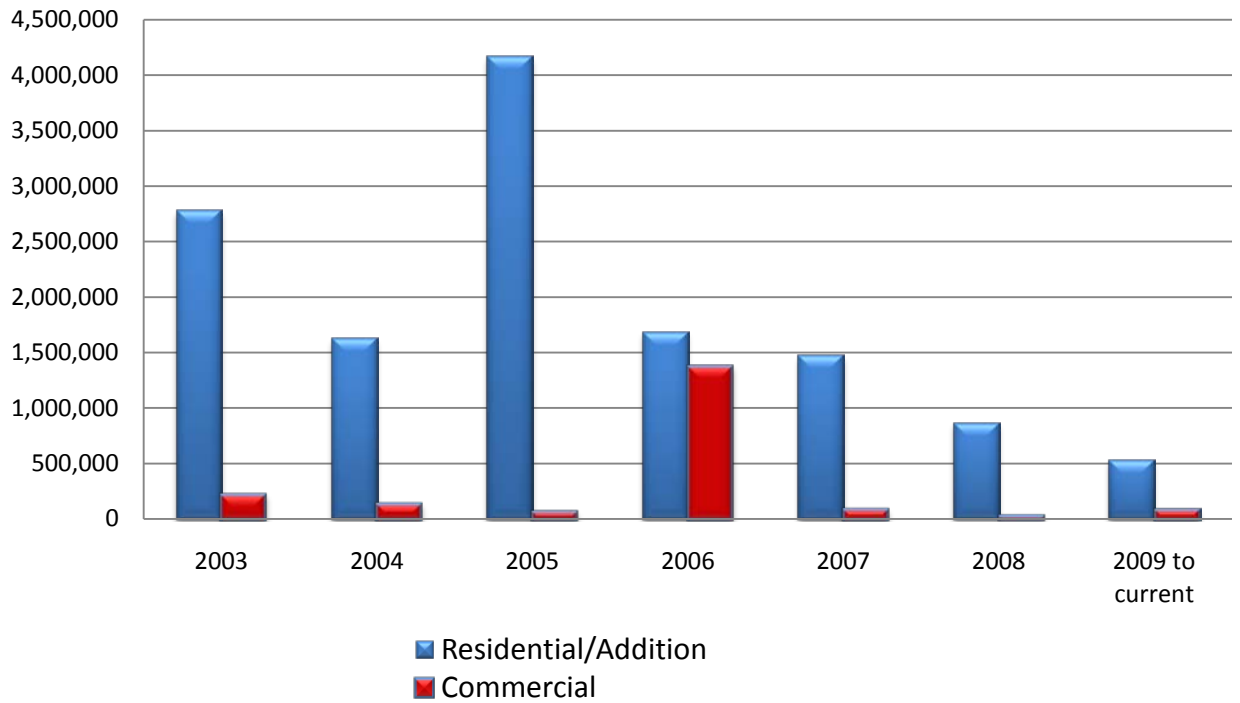
Note: Of Capital/Project expenditures, the District anticipates reimbursement of \$362,514 from the Mitigation Reserve Fund.

COMBINED SUMMARY STATEMENT CASH ASSETS LIABILITIES

Rancho Santa Fe Fire Protection District
FY 09

	PERIODS (Unaudited)				
	30-Jun-08	30-Sep-08	31-Dec-08	31-Mar-09	30-Jun-09
Assets					
Current Assets					
Cash	\$ 7,939,524	\$ 6,127,155	\$ 7,744,804	\$ 7,645,617	\$ 9,299,704
GF Accounts Receivable	\$ 221,455	\$ 46,749	\$ 71,049	\$ 94,672	\$ 494,939
ALS (Paramedic)	\$ 29,526	\$ 40,943	\$ 41,223	\$ 41,511	\$ 41,714
MDC Reserve	\$ 21,750	\$ 22,895	\$ 46,719	\$ 47,399	\$ 47,399
PASIS (Workers Compensation)	\$ 538,391	\$ 546,174	\$ 549,443	\$ 551,925	\$ 546,014
PREPAID (Cap Assets)	\$ 51,000	\$ -	\$ -	\$ -	\$ 58,788
TOTAL ASSETS	<u>\$ 8,801,647</u>	<u>\$ 6,783,915</u>	<u>\$ 8,453,238</u>	<u>\$ 8,381,123</u>	<u>\$ 10,488,558</u>
Liabilities					
Current Liabilities					
Accounts Payable	\$ 219,782	\$ 18,478	\$ 49,925	\$ 176,332	\$ 323,546
Accrued Expenses	\$ 210,435	\$ 283,611	\$ 218,916	\$ 291,577	\$ 210,347
Other Payables	\$ 128,726	\$ 128,726	\$ 128,726	\$ 128,726	\$ 128,726
TOTAL LIABILITIES	<u>\$ 558,943</u>	<u>\$ 430,815</u>	<u>\$ 397,568</u>	<u>\$ 596,635</u>	<u>\$ 662,618</u>
Long Term Liabilities					
Contract Compensation	\$ 379,424	\$ 371,939	\$ 385,294	\$ 405,489	\$ 388,267
IBNR Liability (Workers Compensation)	\$ 86,037	\$ 86,037	\$ 86,037	\$ 86,037	\$ 111,199
Soil Contamination	\$ 6,106	\$ 6,106	\$ 6,106	\$ 6,106	\$ 6,106
TOTAL LONG TERM LIABILITIES	<u>\$ 471,567</u>	<u>\$ 464,082</u>	<u>\$ 477,437</u>	<u>\$ 497,632</u>	<u>\$ 505,572</u>
Fund Balance					
Restricted Reserves					
ALS / MDC Funds	\$ 62,455	\$ 63,837	\$ 88,166	\$ 88,912	\$ 96,790
PASIS (Workers Compensation)	\$ 456,410	\$ 464,187	\$ 467,452	\$ 467,452	\$ 436,799
General Fund Reserves					
Capital Replacement	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	\$ 4,536,778
Operating	\$ 4,000,000	\$ 1,818,182	\$ 3,272,727	\$ 1,090,909	\$ 4,250,000
Fund Balance Overage/(Deficit)	252,272	542,812	749,889	2,639,583	-
TOTAL FUND BALANCE	<u>\$ 7,771,136</u>	<u>\$ 5,889,018</u>	<u>\$ 7,578,234</u>	<u>\$ 7,286,857</u>	<u>\$ 9,320,368</u>
TOTAL LIABILITIES & FUND BALANCE	<u>\$ 8,801,647</u>	<u>\$ 6,783,915</u>	<u>\$ 8,453,238</u>	<u>\$ 8,381,123</u>	<u>\$ 10,488,558</u>
Restricted Cash					
Fire Mitigation	\$ 4,622,010	\$ 4,500,561	\$ 4,609,568	\$ 4,706,036	\$ 4,809,821
FMF Accounts Payable					\$ (362,514)
FMF Accounts Receivable	\$ 191,741	\$ 71,471	\$ 64,361	\$ 80,891	\$ 99,862
FMF Interest	\$ -	\$ 37,533	\$ 32,107	\$ 22,695	\$ 17,410
	<u>\$ 4,813,751</u>	<u>\$ 4,609,565</u>	<u>\$ 4,706,036</u>	<u>\$ 4,809,622</u>	<u>\$ 4,564,579</u>
Combined Fund Total	<u>\$ 13,615,398</u>	<u>\$ 11,393,480</u>	<u>\$ 13,159,275</u>	<u>\$ 13,190,745</u>	<u>\$ 15,053,137</u>

Total Construction Per Square Footage



Calendar Year	Residential/Addition	Commercial	Total
2003	2,780,155	228,014	3,008,169
2004	1,626,386	142,969	1,769,355
2005	4,169,259	74,753	4,244,012
2006	1,682,953	1,375,623	3,058,576
2007	1,468,352	92,962	1,561,314
2008	864,159	35,264	899,423
2009 YTD	527,814	90,332	618,146

Comparison 2008/2009 Total Square Footage

2008	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
	166,243	42,871	54,537	52,307	172,708	15,308	17,050	40,658	141,204	85,693	83,616	27,228
2009	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
	68,294	65,561	47,061	62,307	171,971	53,878	142,534					

PLAN REVIEW

RESIDENTIAL PLAN REVIEWS	Number of Structures	Sq Footage
Fire Marshal	39	119,532
Fire Inspector	6	21,250
TOTAL	45	140,782

RESIDENTIAL ADDITIONS	Original Sq Footage	Added Sq Footage
Fire Marshal	13,224	1,752
Fire Inspector	0	0
TOTAL	13,224	1,752

COMMERCIAL PLAN REVIEWS	Number of Structures	Sq Footage
Fire Marshal	0	0
Fire Inspector	1	0
TOTAL	1	0

TOTAL NEW CONSTRUCTION		Sq Footage
Based on permitted Sq footage	Total Added	142,534

FIRE SPRINKLER REVIEWS	Commercial	Residential
Fire Marshal	0	0
Fire Inspector	1	1
TOTAL	1	1

TENANT IMPROVEMENTS	Number of Structures	Sq Footage
Fire Marshal	2	2,500
Fire Inspector	0	0
TOTAL	2	2,500

LANDSCAPE REVIEWS	Number of Reviews	Staff Hours
Urban Forester	24	15.5
TOTAL	24	15.5

SERVICES PERFORMED

DPLU - Fire Marshal	Number	Staff Hours
Project Availability Forms	0	0.0
Use Permits	1	1.0
Zaps	0	0.0
Administrative Review	2	2.0
Habit Plans	2	2.0
Approval Letters	2	2.0
TOTAL	7	7.0

INSPECTION SERVICES- All Staff	Number of Inspections	Staff Hours
Undergrounds	4	3.0
Hydros	22	18.0
Finals	31	25.0
Landscape	22	10.0
Reinspections	14	11.0
Code Enforcement	13	14.0
Misc.	12	9.0
TOTAL	118	90.0

HAZARD INSPECTIONS - All Staff	Number of Inspections	Staff Hours
Bridges Notices 71	0	0
Cielo Notices 101	12	21
Crosby Notices 75	12	9
Lakes Notices 1	1/0	0

SERVICES PERFORMED

GRADING - Fire Marshal	Number of Inspections	Staff Hours
Plan Review	6	6.0
Site Inspection	3	3.0
TOTAL	9	9.0

SPECIAL PROJECTS - All Staff	Number of Inspections	Staff Hours
GIS Mapping	0	
Fuels Mitigation	0	
Special Projects/Other		16.0
Continuing Education (Staff Hours)		
TOTAL	0	16.0

FIRE PREVENTION - All Staff	Number	Staff Hours
Incoming Phone Calls	359	79.5
Consultations	9	8.0
General Office	0	0.0
TOTAL	368	87.5

PUBLIC EDUCATION - PRC	Number	Staff Hours
Web Master (Website hits and hours worked)	1,891	12.0
Graphic Design		18.0
Communication & Relations		12.0
Number of Releases	4.0	
Education: Design and Prepare		23.0
Education: Presentations	90.0	7.0
Number Reached: Children		
Number Reached: Adults		
In Service Staff Training		
Child Safety Seat Installations	6.0	6.0
Clerical		57.0
Continuing Education		7.0
Special Projects		0.0
TOTAL		142.0

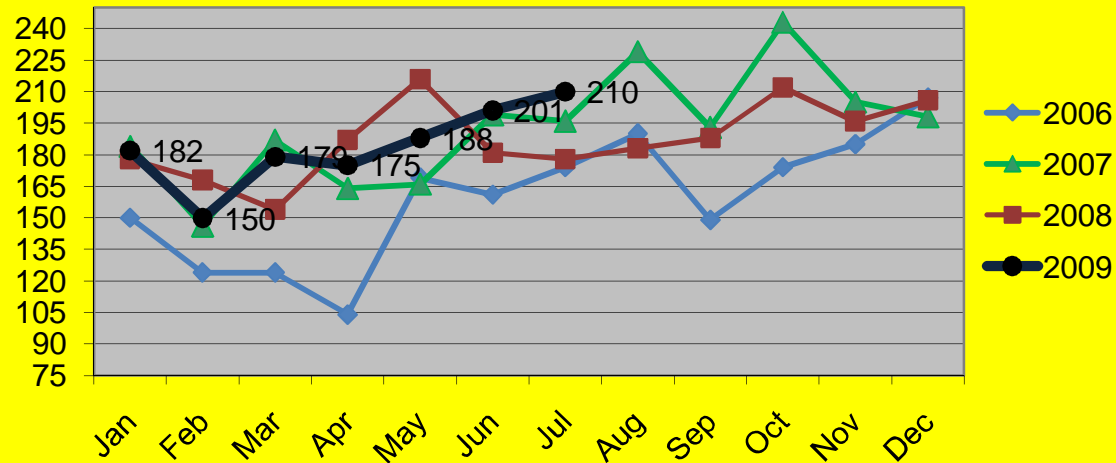
Office Support Coordinator-Prevention	Number	Staff Hours
Phone Calls (All Administrative Staff)	598	29.9
Walk in/Counter (All Administrative Staff)	164	8.2
Knox Application Request	3	0.3
UPS Outgoing Shipments	5	0.4
Plan Accepted/Routed	45	7.5
Training Classes:		
Outside Meetings		
TOTAL		46.3

Rancho Santa Fe Fire Protection District

Incident Response Report

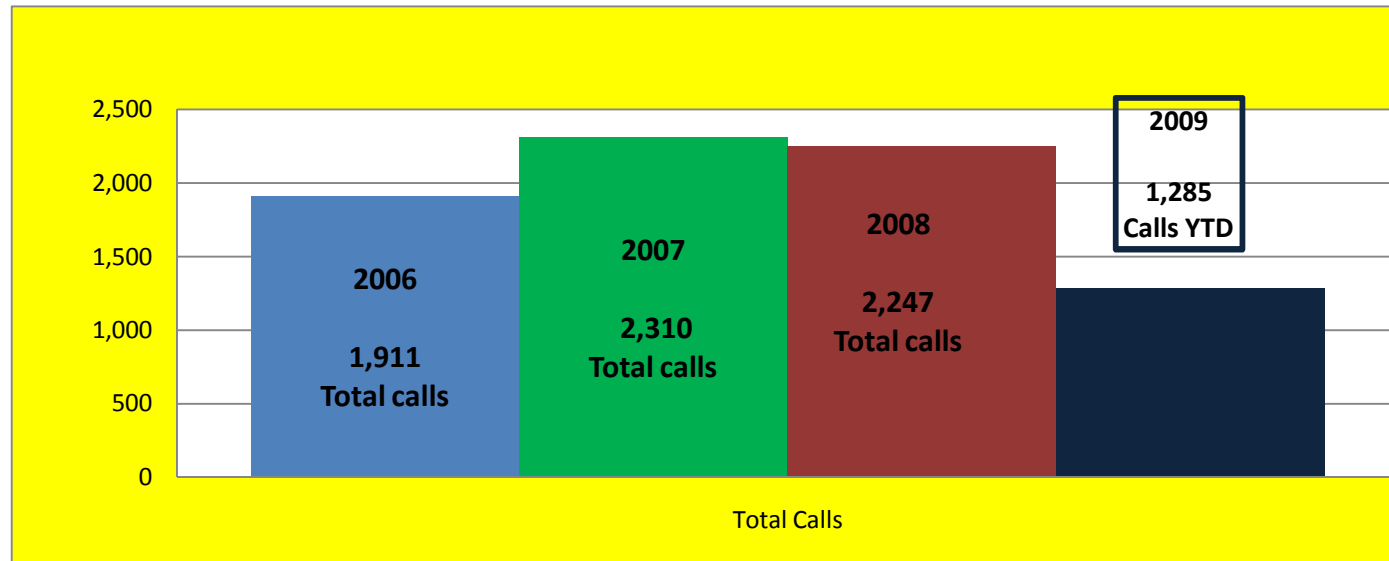
August 2009 Board Report

Four Year Monthly Response Comparison



2006	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total Responses
Responses	150	124	124	104	169	161	174	190	149	174	185	207	1,911
YTD	150	274	398	502	671	832	1,006	1,196	1,345	1,519	1,704	1,911	18% increase
2007	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total Responses
Responses	184	146	187	164	166	199	196	229	193	243	205	198	2,310
YTD	184	330	517	681	847	1,046	1,242	1,471	1,664	1,907	2,112	2,310	21% increase
2008	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD Responses
Responses	178	168	154	187	216	181	178	183	188	212	196	206	2,247
YTD	178	346	500	687	903	1,084	1,262	1,445	1,633	1,845	2,041	2,247	2.7% decrease

2009	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD Responses
Responses	182	150	179	175	188	201	210						1,285
YTD	182	332	511	686	874	1,075	1,285						



Incident Summary by Incident Type

Date Range: From 07/01/2009 To 07/31/2009

Incident Type(s) Selected: All

Incident Type	Incident Count	Used in Ave. Resp.	Average Response Time hh:mm:ss	Total Loss	Total Value
Fire	4	3	00:06:43	\$0.00	\$0.00
EMS/Rescue	84	84	00:05:19	\$0.00	\$0.00
Hazardous Condition	2	1	00:06:35	\$0.00	\$0.00
Service Call	46	14	00:06:06	\$0.00	\$0.00
Good Intent	45	2	00:07:59	\$0.00	\$0.00
False Call	29	28	00:05:39	\$0.00	\$0.00
Blank or Invalid	1	0		\$0.00	\$0.00
Totals	211	132		\$0.00	\$0.00

Note: The incident count used in averages does not include the following:

Not Completed incidents, Mutual Aid Given, Other Aid Given, Cancelled in Route, Not Priority, Fill-In Standby, No Arrival and Invalid Dates/Times.

July 2009

July 2009							August 2009						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
5	6	7	1	2	3	4	2	3	4	5	6	7	1
12	13	14	8	9	10	11	9	10	11	12	13	14	8
19	20	21	22	23	24	25	16	17	18	19	20	21	22
26	27	28	29	30	31		23	24	25	26	27	28	29
							30	31					

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Jun 28 - Jul 4	Jun 28	29	30	Jul 1	2	3	4
				Fire Prevention Inspe	Fire Prevention Inspe	9:00am 2611 Hose La 1:30pm 2612 Hose La	Independence Day
Jul 5 - 11	5	6	7	8	9	10	11
		Fire Prevention Inspe	Fire Prevention		8:30am Peer Review; 9:00am 2611 Hose La 10:30am Task Force Ti 1:30pm 2612 Hose La	9:00am 2611 Hose La 9:00am Training Com 1:30pm 2612 Hose La	9:00am Battalion Chie 1:30pm Battalion Drill
Jul 12 - 18	12	13	14	15	16	17	18
		9:00am 2611 High An 1:30pm 2612 High Ai	9:00am 2611 High An 1:30pm 2612 High Ai	9:00am 2611 High An 1:30pm 2612 High Ai	8:30am 2611 CE; Sola 1:30pm 2612, 2614 CI	8:30am 2611 CE; Stati 1:00pm 2612, 2614 CI	Battalion Chiefs Drill; 9:00am BC Drill; RSF # 1:30pm BC Drill; RSF #
Jul 19 - 25	19	20	21	22	23	24	25
		8:30am 2611 CE; Stati 1:00pm 2612, 2614 CI	8:30am B2604 Truck 1 9:00am 2613 High An 1:30pm 2614 High Ai	8:00am B2604 Truck 1 8:30am Captains Mee 1:30pm 2614 High Ai	8:30am B2604 Truck 1 9:00am 2613 High An 1:30pm 2614 High Ai	1:30pm Highway Safe	
Jul 26 - Aug 1	26	27	28	29	30	31	Aug 1
		Fire Prevention; TBA	Fire Prevention; TBA	9:00am Scripps FCA; S 12:00pm Engine Visit; F	9:00am Scripps FCA; S	9:00am Scripps FCA; S	

On June 23rd, I tripped outside in the dark, fell against a concrete edge, and started lots of bleeding. Teresa called 911, and the Firemen of Cielo were on the scene very quickly. The Team of you people certainly know what to do - stop the bleeding, put me in an ambulance, and take me to Scripps Hospital in Encinitas, what a performance by all of you! My right leg and hip look much better now. I feel great. Thank you! Enclosed is a little help for you. Tom Paine



THOMAS H. PAINE
TERESA NORTON
P.O. BOX 5005 #92
RANCHO SANTA FE, CA 92067

90-4217/1222
30106656

1541

DATE July 14, 2009

PAY TO THE ORDER OF

Firefighters at Station 4 of RS# District \$106.⁰⁰
One hundred and 00/100

NORTHERN TRUST, NA



Northern Trust

MEMO

Your fast and fine response

⑆122242173⑆

30106656 ⑆01541⑆

VOID

MP

STAFF REPORT

NO. 09-16

TO: BOARD OF DIRECTORS
FROM: NICHOLAS PAVONE, FIRE CHIEF
SUBJECT: REGIONAL COMMUNICATIONS SYSTEM (RCS) AMENDED
AGREEMENT
DATE: JULY 29, 2009



BACKGROUND

In March of 1995, the Fire District entered into an agreement with the County of San Diego as a participating agency in the RCS. The RCS was implemented to provide communication services to public safety and public service agencies in San Diego and Imperial County. The term of the agreement was for 15 years with an end date of March 6, 2010.

CURRENT SITUATION

On May 5, 2009, the County Board of Supervisors approved an amendment to the RCS Participating Agency Agreement, which extends the agreement to March 31, 2013. Year 2013 marks the official manufacturer's "end of life" of the Motorola Smartzone 3.0 system on which the RCS operates. The attached three-year extension to the Agreement will provide the County staff and the RCS Board of Directors sufficient time to assess future regional public safety communications requirements and develop plans for a replacement system. All other terms of the agreement remain unchanged.

RECOMMENDATION

The amended agreement does not have any changes to the current agreement other than the extension of the term to March 31, 2013. Staff recommends the approval of the extension of the agreement and that the Board authorizes the Board President to sign on behalf of the District.

AMENDMENT TO THE MEMORANDUM OF AGREEMENT DATED AS OF
MARCH 7, 1995, BETWEEN THE COUNTY OF SAN DIEGO AND
PARTICIPATING CITIES AND JURISDICTIONS REGARDING THE
IMPLEMENTATION, GOVERNANCE, METHOD OF FUNDING AND COSTS OF A
REGIONAL RADIO SYSTEM PROVIDING COMMUNICATION SERVICES TO
PUBLIC SAFETY AND PUBLIC SERVICE AGENCIES OPERATING IN SAN
DIEGO COUNTY AND IMPERIAL COUNTY

THIS AMENDMENT to that Memorandum of Agreement dated as of March 7, 1995, providing for the establishment, governance and funding of a regional radio system providing communication services to public safety and public service agencies operating in San Diego County and Imperial County is entered into as of May 5, 2009, between the County of San Diego and the parties listed in Exhibit A as follows:

RECITALS

Whereas, pursuant to a Memorandum of Agreement ("RCS Agreement") dated as of March 7, 1995, the parties established the Regional Communications System ("RCS") and provided for its governance and funding; and

Whereas, other jurisdictions have become parties to the RCS Agreement; and

Whereas, the term of the RCS Agreement is 15 years from March 7, 1995, and will therefore expire March 6, 2010; and

Whereas, the present parties to the RCS Agreement desire to extend the term of the RCS Agreement for approximately three more years to terminate March 31, 2013;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Section 20 of the RCS Agreement is amended by substituting the following language:

This Agreement shall terminate March 31, 2013.

2. In all other respects, the RCS Agreement shall remain the same.

IN WITNESS THEREOF, the parties hereto have affixed their signature on the attached Exhibit A.



Exhibit "A"
Amendment to the RCS Participating Agency Agreement

**EAST COUNTY
FIRE PROTECTION DISTRICT**

Governing Authority Approval

Date: _____

By _____

**JULIAN-CUYAMACA
FIRE PROTECTION DISTRICT**

Governing Authority Approval

Date: _____

By _____

**LAKESIDE
FIRE PROTECTION DISTRICT**

Governing Authority Approval

Date: _____

By _____

**RANCHO SANTA FE
FIRE PROTECTION DISTRICT**

Governing Authority Approval

Date: _____

By _____



Exhibit "A"

Amendment to the RCS Participating Agency Agreement

IN WITNESS WHEREOF, the party hereto does affix his/her signature.

**COUNTY OF SAN DIEGO
Board of Supervisors Approval**

Date: 5.5.09

By Thomas J. Pastuszka
Thomas J. Pastuszka
Clerk of the Board of Supervisors

**CITY OF CARLSBAD
Council Approval**

Date: _____

By _____
Mayor

**CITY OF CHULA VISTA
Council Approval**

Date: _____

By _____
Mayor

**CITY OF CORONADO
Council Approval**

Date: _____

By _____
Mayor

**CITY OF DEL MAR
Council Approval**

Date: _____

By _____
Mayor

Approved and/or authorized by the Board
of Supervisors of the County of San Diego
Date 5/5/09 Minute Order No. 2
THOMAS J. PASTUSZKA
Clerk of the Board of Supervisors
Nancy Vengawa
Deputy Clerk

**COUNTY OF SAN DIEGO
BOARD OF SUPERVISORS
TUESDAY, MAY 5, 2009**

MINUTE ORDER NO. 2

**SUBJECT: SHERIFF – AMENDMENT TO THE REGIONAL COMMUNICATIONS
SYSTEM PARTICIPATING AGENCY AGREEMENT (DISTRICTS: ALL)**

OVERVIEW:

The Regional Communications System (RCS) Participating Agency Agreement dated March 7, 1995, between the County of San Diego and participating cities and jurisdictions will expire on March 6, 2010. This is a request to approve the recommendation of the RCS Board of Directors to extend the term of the RCS Agreement to March 31, 2013, in order to allow sufficient time to assess future regional public safety communications requirements and develop plans for a replacement system.

FISCAL IMPACT:

The estimated annual cost to operate and maintain the RCS is \$5,600,000 of which the County pays approximately \$2,100,000 and non-County RCS agencies pay \$3,500,000. This extension will not result in a change in overall costs for the RCS program or change the participating agencies' share in the costs.

BUSINESS IMPACT STATEMENT:

N/A

RECOMMENDATION:

SHERIFF

Approve and authorize the Clerk of the Board to execute an amendment extending the term of the Regional Communications System Participating Agency Agreement to March 31, 2013, on behalf of the Board of Supervisors.

ACTION:

ON MOTION of Supervisor Horn, seconded by Supervisor Roberts, the Board took action as recommended, on Consent.

AYES: Cox, Jacob, Slater-Price, Roberts, Horn

State of California)
County of San Diego) §

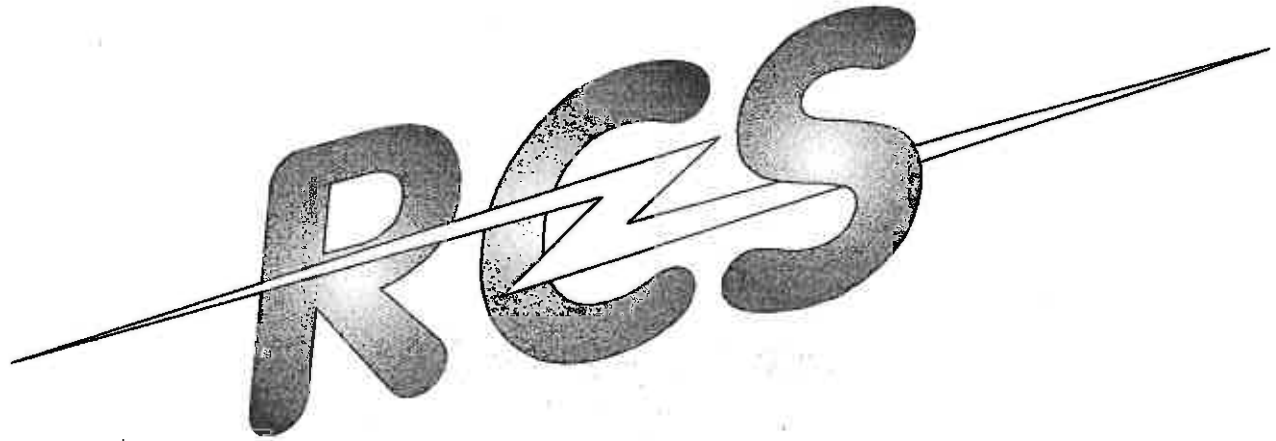
I hereby certify that the foregoing is a full, true and correct copy of the Original entered in the Minutes of the Board of Supervisors.

THOMAS J. PASTUSZKA
Clerk of the Board of Supervisors

By 
Marvice E. Mazyck, Deputy



San Diego County - Imperial County



Regional Communications System

Agreement

*Between the County of San Diego and Participating Cities
and Jurisdictions Regarding the Implementation,
Governance, Method of Funding and Costs of a Regional
Radio System Providing Communication Services to
Public Safety and Public Service Agencies Operating in
San Diego County and Imperial County.*

March 7, 1995

San Diego County - Imperial County

REGIONAL COMMUNICATIONS SYSTEM AGREEMENT

Table of Contents

SECTION	SUMMARY	PAGE
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San Diego County — Imperial County
REGIONAL COMMUNICATIONS SYSTEM
Participating Agency Agreement

1. Purpose and Intent of Agreement

- 1.1. This Memorandum of Agreement dated as of March 7, 1995, between the parties named in Exhibit "A" and the County of San Diego, a political subdivision of the State of California, provides for the development and operation of a Regional Communications System (*RCS*) benefiting the radio communication needs of public safety and public service agencies operating in the counties of San Diego and Imperial.
- 1.2. Nothing in this Agreement is intended to lessen participating member jurisdictions' authority over and responsibility for events occurring within their jurisdiction.
- 1.3. In order to provide an alternate source of funding for agencies participating in the *RCS*, the County of San Diego has formed County Service Area (*CSA*) 135 pursuant to Government Code (*GC*) Section 25210.1 et. seq.
- 1.4. For participating agencies deciding to use *CSA* 135 to fund their system costs, the County intends to levy parcel charges according to benefit per §25210.77a *GC*.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

2. Regional Communications System (*RCS*) Overview

- 2.1. The *RCS* will replace the participating public service and public safety agencies' existing radio communication systems throughout San Diego and Imperial counties with a modern, trunked radio system.
- 2.2. The *RCS* will include a separate Mobile Data System (*MDS*) that will be used to transmit data for regional public safety and public service users over 800 MHz radio frequencies dedicated to that purpose. Participation in the *MDS* is not mandatory, and the *MDS* coverage area will be subject to agency participation.
- 2.3. The *RCS* shall provide effective and reliable radio communications for routine intra-agency operations as well as inter-agency communications throughout the region during mutual aid and disaster operations. Public safety and public service agencies throughout the counties of San Diego and Imperial will have the opportunity to join the *RCS*.
- 2.4. For the purposes of this Agreement, *Public Safety* and *Public Service* agencies are defined to include:

- 2.4.1. **Public Safety** includes all law enforcement, fire service, EMS and disaster preparedness agencies in San Diego County and Imperial County.
 - 2.4.2. **Public Service** includes the State of California Department of Transportation (**CALTRANS**) District 11 and other participating agencies in the counties of San Diego and Imperial whose primary responsibility is providing citizens with services other than law enforcement, fire service and disaster preparedness.
- 2.5. All law enforcement, fire service, disaster preparedness and participating public service agencies in San Diego County and Imperial County shall have access to mutual aid communications capabilities.
- 2.6. Communications with agencies that have installed their own 800 MHz radio systems shall be facilitated via interfaces to the RCS.
3. **Agreement Contingencies:**

This agreement is void unless financing for the radio system infrastructure is approved by the San Diego County Board of Supervisors and the necessary financing closes. As to the County of Imperial, this Agreement shall terminate if a CSA or other funding mechanism for communications purposes is not established within two years of the date of this Agreement.
4. **RCS Participants**
 - 4.1. The RCS shall be designed to support the requirements of San Diego and Imperial county public safety and designated public service participants.
 - 4.2. CALTRANS radio requirements shall be supported throughout District 11, which includes the counties of San Diego and Imperial in their entirety.
 - 4.3. All participants shall receive equitable representation on the Regional Communications System Member Board (**RCS Member Board**) as set forth in this Agreement.
 - 4.4. As part of implementing this agreement, participating agencies shall co-license or transfer their currently allocated 800 MHz frequencies to the County of San Diego for use in the RCS.
 - 4.5. No actions by the RCS Board of Directors, by the County of San Diego or by the County of Imperial may be so broad in nature that they negatively affect or impact the operational or legal integrity of its individual member agencies.
5. **Additional Participants**
 - 5.1. As system capacity permits, the RCS Board of Directors may approve other agencies joining the RCS on a case-by-case basis after the date of this Agreement.
 - 5.2. Priority consideration shall be given to agencies with licensed, public safety/public service 800 MHz frequencies that can be co-licensed or trans-

ferred to the RCS, if such action can result in enhanced radio communications capabilities for all participants.

6. Performance Requirements

- 6.1. The RCS shall be designed to provide a high level of service and responsiveness, with region-wide coverage and capacity for all planned users throughout the term of this Agreement.
- 6.2. The RCS design objectives for the performance of portable and mobile voice and data radio equipment, and the quality of coverage provided shall be determined by the RCS Board of Directors and appropriate County of San Diego staff.
- 6.3. The RCS shall be designed to meet the loading requirements of the anticipated busiest hour for all planned users over the life of the system.
- 6.4. The actual RCS coverage plan shall be determined by the RCS Board of Directors.

7. RCS Access Priorities

- 7.1. In the event that all radio channels in the RCS are busy, users wanting to speak shall be prioritized as follows, regardless of how long they have been waiting.
 - 7.1.1. **Priority One — *Emergency Identification.***
An Emergency Identification is defined as the message received when a public safety member calls for immediate assistance by activating an emergency button or switch on the user radio equipment.
 - 7.1.2. **Priority Two — *Public Safety***
 - 7.1.2.1. Public Safety includes the normal daily radio transmissions of law enforcement, fire service, paramedic providers and disaster preparedness personnel using the RCS.
 - 7.1.2.2. Public Safety also includes RCS users whose normal lower priorities have been temporarily changed to resolve an unusual occurrence or large scale disaster.
 - 7.1.3. **Priority Three — *Non-Public Safety, Special Event.***
Non-Public Safety, Special Event includes planned events involving public service agency participants that are beyond the scope of their normal daily operations.
 - 7.1.4. **Priority Four — *Non-Public Safety, Regular.***
Non-Public Safety, Regular includes the normal daily radio transmissions of public service agencies using the system.

8. RCS Governance

- 8.1. The overall goal in governing the RCS shall be to establish an operational and management structure that will provide authority to participants during the RCS's development and in the subsequent ongoing administration and management throughout the term of this agreement. Exhibit "D" depicts an RCS governance flowchart.
- 8.2. The RCS Member Board and the RCS Board of Directors are established by this Agreement, the duties and responsibilities of which are set forth in §10 and §11.
- 8.3. The governance objectives include:
 - 8.3.1. Provide a structure which retains administration and fiscal responsibility of the system in the control of the participating agencies.
 - 8.3.2. Allow the use of a CSA funding mechanism.
 - 8.3.3. Establish an organization which facilitates decision making.
 - 8.3.4. Leverage resources where appropriate.
 - 8.3.5. Develop an organization which will remain flexible and meet the needs of the participants over the term of the agreement.
9. **Roles and Responsibilities**

As required by the California CSA law, the San Diego County Board of Supervisors shall have ultimate legal and fiscal control over the RCS. Subject to such ultimate control, the Board of Supervisors shall delegate the fiscal control and operational administration of the RCS to the RCS Board of Directors.
10. **RCS Member Board**
 - 10.1. Each of the parties to this Agreement desires to participate in the governance of the RCS as a member of the Regional Communications System Member Board to be formed under the provisions of this Agreement.
 - 10.2. The Regional Communications System Member Board shall have responsibility for, and shall provide administration of components of the RCS that are common to all participating agencies.
 - 10.3. Each participating agency shall appoint one representative to serve on the RCS Member Board. Representatives to the RCS Member Board shall serve at the pleasure of their respective appointing authority.
 - 10.4. A participating jurisdiction with multiple agencies whose public safety and service radio communication needs are being met by the RCS shall be entitled to one representative on the RCS Member Board for each type of agency. (I. E., a participating city whose police and fire departments use the RCS shall have a RCS Member Board representative from each department.)

- 10.5. The RCS Member Board shall be responsible for recommending operational changes and for participating in other committees, or in other ways deemed appropriate by the RCS Board of Directors.
- 10.6. The RCS Member Board shall be responsible for approving the annual budget.

11. RCS Board of Directors

- 11.1. The RCS Board of Directors shall be composed of RCS representatives of each type of participating public safety/public service agency.
- 11.2. Members of the RCS Board of Directors shall be determined in the following manner, according to the type of agency.

11.2.1. San Diego County:

- 11.2.1.1. The delegate from the San Diego Sheriff's Department shall be the Sheriff or the Sheriff's designate.
- 11.2.1.2. The representative for the County of San Diego shall be the Chief Administrative Officer (CAO) or the CAO's designate, preferably from the Office of Disaster Preparedness.
- 11.2.1.3. The municipal police representative shall be a police chief or designate from RCS member agencies who shall be selected by the San Diego County Police Chiefs and Sheriff's Association.
- 11.2.1.4. The municipal fire representative shall be a fire chief or designate from RCS member agencies who shall be selected by the San Diego County Fire Chiefs Association.
- 11.2.1.5. The fire district representative shall be a fire chief or designate from RCS member agencies who shall be selected by the San Diego County Chapter, Fire Districts Association of California.
- 11.2.1.6. The North County Dispatch Joint Powers Authority (JPA) representative shall be a fire chief or designate from RCS member agencies who shall be selected by the North County Dispatch JPA governing body.
- 11.2.1.7. The Heartland Communications Facility JPA (HCFA) representatives shall be designates from RCS member agencies who shall be selected by the HCFA governing body.

11.2.2. Imperial County:

- 11.2.2.1. The delegate from the Imperial County Sheriff's Office shall be the Sheriff or a designate.

- 11.2.2.2. The representative for the County of Imperial shall be the CAO or a designate.
- 11.2.2.3. The municipal police representative shall be a police chief or designate from RCS member agencies who shall be selected by the Imperial County Police Chiefs Association.
- 11.2.2.4. The municipal fire representative shall be a fire chief or designate from RCS member agencies who shall be selected by the Imperial County Fire Chiefs Association.
- 11.2.2.5. The fire district representative shall be a fire chief or designate from RCS member agencies who shall be selected by the Imperial County Chapter, Fire Districts Association of California.
- 11.2.3. The representative for CALTRANS shall be a designate selected by appropriate state authority.
- 11.2.4. This Agreement provides for the addition of two public service members of the RCS Board of Directors, to be added when public service agencies join the RCS.
- 11.3. The RCS Board of Directors shall be responsible for the overall administration and direction of the RCS through interaction with the San Diego County Board of Supervisors, the assigned San Diego County staff and the RCS Member Board.
- 11.4. Specific responsibilities of the RCS Board of Directors shall include:
 - 11.4.1. Formulating the annual budget and submitting it to the RCS Member Board for approval.
 - 11.4.2. Identifying participating agency needs and requirements.
 - 11.4.3. Establishing subcommittees as necessary to ensure the interests and concerns of each user agency are represented and to ensure technical issues are thoroughly researched.
 - 11.4.3.1. The RCS Board of Directors shall establish a committee of MDS user agencies to administer the MDS and to make appropriate recommendations.
 - 11.4.3.2. If all RCS user agencies are MDS participants, administration of the MDS shall revert to the RCS Board of Directors.
 - 11.4.4. Monitoring the implementation of the RCS.
 - 11.4.5. Reviewing and adopting recommendations regarding the establishment of system priorities and task groups.
 - 11.4.6. Developing and approving RCS operating policies and procedures.

- 11.4.7. Overseeing the establishment of long range plans.
- 11.4.8. Overseeing scheduled system reviews at intervals determined by the RCS Board of Directors, but not to exceed three years.
- 11.4.9. Budgeting and approving the disbursement of money from all CSA 135 funds.
- 11.4.10. Making recommendations to the San Diego County Board of Directors regarding the inclusion of additional RCS participants.
- 11.4.11. Addressing concerns of participating agencies.
- 11.4.12. Adopting appropriate actions to adjust RCS policies or procedures.
- 11.4.13. Adopting by-laws to govern the RCS Board of Director's internal operations.
- 11.4.14. Meeting quarterly or more frequently, if necessary.
- 11.4.15. Appointing a new Chairperson annually.
- 11.4.16. Conducting an annual fiscal audit.
- 11.4.17. Conducting periodic RCS audits.
- 11.4.18. Discharging other duties as required by statute.

12. Representation on the RCS Board of Directors

- 12.1. As of the date of this Agreement, the following types of agencies shall be represented by appointment to the RCS Board of Directors:

12.1.1. San Diego County:

- 12.1.1.1. Sheriff's Department
- 12.1.1.2. County Representative (Office of Disaster Preparedness)
- 12.1.1.3. Municipal Police
- 12.1.1.4. Municipal Fire
- 12.1.1.5. Fire Districts
- 12.1.1.6. North County Dispatch Joint Powers Authority
- 12.1.1.7. Heartland Communications Facility Joint Powers Authority

12.1.2. Imperial County:

- 12.1.2.1. Sheriff's Department
- 12.1.2.2. County Representative
- 12.1.2.3. Municipal Police
- 12.1.2.4. Municipal Fire

12.1.2.5. Fire Districts

12.1.3. CALTRANS

12.1.4. Public Service agencies shall select two delegates at large.

13. RCS Board of Directors Terms and Qualifications

- 13.1. Terms for members of the RCS Board of Directors shall be determined by their appointing authority. All members of the Board of Directors serve at the pleasure of their respective appointing authority.
- 13.2. The appointing authority shall also select an alternate to the RCS Board of Directors. Alternate members are encouraged to attend regular Board of Directors meetings, but shall vote only in the absence of the regular member.
- 13.3. Only representatives of agencies participating in the RCS may be selected to the RCS Board of Directors.
- 13.4. The Chairperson and a Vice Chairperson of the RCS Board of Directors shall be biannually elected by a majority vote of the Directors. During their term, the Chairperson and Vice Chairperson shall serve at the discretion of a majority of the Directors.
- 13.5. Attendance at Board of Directors meetings:
 - 13.5.1. Members of the Board of Directors are expected to attend all possible meetings to represent their group interests and to help conduct RCS business. Arrangements should be made for the alternate to attend in the absence of the primary representative.
 - 13.5.2. To remain on the Board of Directors, a director may not exceed more than three absences from regularly scheduled Board of Directors meetings during a County of San Diego fiscal year (July 1 through June 30).
 - 13.5.3. If a director exceeds more than the allowable three absences in a fiscal year, the Board of Directors shall request a replacement from the appointing authority unless, because of extraordinary circumstances, the Board of Directors votes to allow one additional absence.
 - 13.5.4. Alternate directors shall be subject to the same requirements for all meetings they are required to attend.
 - 13.5.5. An absence by both the primary director and the alternate director representing the same appointing authority shall be counted against both parties.
 - 13.5.6. By vote of the Board of Directors, a leave of absence may be granted to a primary or alternate director for no more than 180 days. Only one leave of absence may be granted in any twelve month period.

- 13.5.7. Resignation from the Board of Directors shall be submitted in writing to the chairperson and to the appointing authority.

14. Attendance and Participation by the Public

- 14.1. *Ralph M. Brown Act.* All meetings of the RCS Board of Directors and RCS Member Board shall be noticed and conducted in accordance with the provisions of the Ralph M. Brown Act (GC §54950 et. seq.).
- 14.2. Local, state and federal representatives of public safety or service agencies who are not parties to this Agreement may participate in RCS Board of Directors; Member Board or committee meetings as members of the public, but shall not have voting rights.
- 14.3. Representatives from non-participating agencies may not serve in any official capacity in respect to RCS administration, management or operation.

15. RCS Voting Requirements

- 15.1. Members of the RCS Member Board, Board of Directors and committees shall vote on all items on the basis of one vote per member.
- 15.2. A quorum for the conduct of business exists when a majority of the members are present at Board of Directors, Member Board and other committee meetings.
- 15.3. Actions on all boards and committees shall be determined by a majority vote of members present at a meeting when a quorum exists.
- 15.4. An agency may not designate another agency to be its proxy.
- 15.5. In the case of RCS Board of Directors actions, the alternate delegate shall only have a voting right in the absence of the regular delegate.

16. County of San Diego, Department of Information Services (DIS) Support Staff Role

- 16.1. DIS staff shall serve as an advisory and staff function to the RCS Member Board and RCS Board of Directors.
- 16.2. DIS staff shall manage the day-to-day operation of the RCS subject to direction from and review by the RCS Board of Directors.
- 16.3. DIS staff shall provide support as necessary, but shall not have a voting right on any business before the RCS Member Board, the RCS Board of Directors, or any committees.
- 16.4. DIS staff shall perform the functions necessary to ensure that specific system performance guarantees are maintained throughout the term of the agreement.
- 16.5. As the manager and operator of the RCS, the Department of Information Services shall have the responsibility to:

- 16.5.1. Provide appropriate staff support to the RCS Board of Directors as requested, within budgetary restraints.
- 16.5.2. Seek RCS Board of Directors approval of major policy decisions related to the RCS.
- 16.5.3. Develop contracts with vendors and submit to RCS Board of Directors for approval.
- 16.5.4. Implement the regional 800 MHz public safety voice and data radio systems.
- 16.5.5. Retain employees and agents.
- 16.5.6. Acquire, hold or dispose of property necessary to operate the RCS.
- 16.5.7. Charge participating agencies for expenses incurred in ongoing maintenance and operation of the RCS.
- 16.5.8. Implement policy.
- 16.5.9. Monitor and maintain RCS performance.
- 16.5.10. In conjunction with the RCS Board of Directors, develop and recommend the annual RCS budget.
- 16.5.11. Reassign RCS priorities in extraordinary circumstances and make emergency repairs as required.
- 16.5.12. Provide information and support as necessary to the RCS Board of Directors.
- 16.5.13. Provide operating reports and technical information as necessary to assist the RCS Board of Directors.
- 16.5.14. Establish and maintain accounts and records, including personnel, property, financial, programmatic and other records deemed necessary by the RCS Board of Directors to ensure proper accounting for all ongoing operations and maintenance costs.
- 16.5.15. Use the records to justify any adjustment to agency benefit charges.
- 16.6. The Director of DIS shall provide the RCS Board of Directors timely advance notice of impending personnel changes affecting any management staff assigned RCS responsibilities.

17. Agency Costs and CSA Benefit Charges

- 17.1. The Department of Information Services shall implement, manage and operate the 800 MHz trunked radio backbone and microwave systems.
 - 17.1.1. Costs for agencies participating at the time the RCS is implemented are reflected in Exhibit "B". MDS participation costs are separate from voice radio system costs.

17.1.2. Costs for agencies joining subsequent to the implementation of the RCS:

17.1.2.1. The County of San Diego shall assume the costs of implementing the voice and data radio backbone systems in areas where agencies have not committed to RCS participation.

17.1.2.1.1. RCS coverage in those areas shall meet the requirements of the County of San Diego.

17.1.2.1.2. Costs to enhance coverage to satisfy the needs of an agency joining the RCS subsequent to the original implementation shall be the joining agency's responsibility.

17.1.2.2. An agency joining the RCS shall be responsible for paying their original one-time costs as represented in Exhibit "B", plus financing costs that have incurred since the date of this Agreement. The RCS Board of Directors shall reimburse appropriate financing expenses to the County of San Diego in relation to §17.1.2.3.

(EXAMPLE: If Santee decides to join the RCS after five years of the 15 year agreement have passed, their costs will include:

- (1) their estimated one-time costs as shown in Exhibit "B" and,*
- (2) associated financing costs for the first five years, as shown in Exhibit "C".*

The RCS Board of Directors shall then reimburse the County of San Diego for principal and financing expenses that resulted because of Santee's absence during the initial five years.)

17.1.2.3. An agency or jurisdiction that wants to join the RCS must pay a proportional cost of the overall voice radio backbone and microwave development investment.

If the agency or jurisdiction decides to use CSA 135 for funding, it must file an application with the San Diego County Local Area Formation Commission (LAFCO) to join CSA 135. Each agency is responsible for its own costs associated with the LAFCO process.

17.1.2.4. All funds received from agencies joining the RCS shall be deposited in the CSA 135 account for appropriate distribution by the RCS Board of Directors.

17.2. The agency may use a funding method other than CSA 135 to pay for its RCS origination and operating expenses.

-
- 17.3. Ongoing operations and maintenance costs shall be shared equally by the participating agencies and shall be based on the established formula. (See Exhibit "B")
 - 17.4. Monthly Operating Fees
 - 17.4.1. The costs of ongoing operations and maintenance of the trunked voice radio system, mobile data radio system and microwave system shall be allocated to the participating agencies on a per radio basis.
 - 17.4.1.1. The cost per radio shall be limited to those radios used on the RCS during normal operations.
 - 17.4.1.2. Radios temporarily added by an agency to handle a disaster or emergency shall not be a part of determining the agency's ongoing RCS costs unless the radios are retained for normal operations following resolution of the disaster or emergency.
 - 17.4.1.3. The costs of ongoing operations and maintenance on the voice system and the mobile data system shall be determined separately, since not all agencies will decide to use both systems. Therefore, the monthly operating fees for radios on each system may be different.
 - 17.4.2. After resolving which agencies are participating and determining the actual number of radios to be included in each system (voice and data), the cost per agency shall be finalized.
 - 17.4.3. The final cost shall be in effect for a period of one year and shall be adjusted annually to reflect actual costs.
 - 17.5. Reserve Funds in CSA 135 Account
 - 17.5.1. One of the responsibilities of the RCS Board of Directors is to budget the disbursement of money from the CSA 135 account.
 - 17.5.2. All funds received by the County of San Diego from all RCS participating agencies, for the purpose of funding the RCS shall be deposited into the CSA 135 account.
 - 17.5.3. Reserve funds, including interest, shall be maintained in the CSA 135 account for the purposes of contingencies and for RCS upgrades and enhancements.
 - 17.5.4. CSA 135 reserve funds can only be used for Regional Communications System purposes and on approval of the RCS Board of Directors by majority vote.
 - 17.5.5. The RCS Board of Directors shall review CSA 135 fund levels annually and take appropriate action.
 - 17.6. CSA 135 Zone Option and Costs
-

- 17.6.1. Each participating agency shall have the ability to customize their own CSA 135 requirements for other RCS components, including user equipment, communications center equipment and operating costs, by developing a CSA zone.
- 17.6.2. Each agency establishing a zone shall have the responsibility to develop an annual zone budget and zone benefit fee schedule.
- 17.6.3. The CSA funds generated within the zone may only be utilized to meet the requirements of that zone.
- 17.7. Unless otherwise agreed, maintenance of agency owned RCS equipment shall be provided by Department of Information Services staff assigned to the RCS. All associated maintenance costs shall be included as a part of the agency monthly operating fees.
- 17.8. Maintenance and other costs associated with the provision of primary commercial and back up 110/240 volt A. C. electrical power shall be the responsibility of the agency.
- 17.9. Unless otherwise determined by separate agreement, each participating agency shall be responsible for the costs associated with connecting to the RCS backbone from the point of demarcation to the agency radio system equipment.
- 18. Point of Demarcation for Responsibility of Equipment**
 - 18.1. Unless otherwise determined by separate agreement, the demarcation point between RCS responsibility and agency responsibility is the microwave radio channel bank equipment termination blocks that are used to interconnect the agency radio consoles and other electronic devices used for voice and data communications to the channel banks.
 - 18.2. Each participating agency shall be responsible for all costs associated with their mobile data system application development, user equipment and integration from the point of demarcation.
- 19. Purchase of RCS Compatible Equipment**
 - 19.1. Each participating agency agrees to meet County of San Diego specifications, including brands and models when appropriate, for associated equipment used to interconnect to the RCS.
 - 19.2. Participating agencies agree to submit specifications of radio system related equipment orders to County RCS staff to ensure compatibility before purchase.
 - 19.3. Associated equipment may be purchased through the County of San Diego to insure compatibility and favored pricing.
- 20. Term of Agreement**

The term of agreement is for fifteen years from the date of this Agreement.
- 21. Agreement Modification; Entire Agreement**

- 21.1. This Agreement may only be amended in writing with the approval of the governing bodies of all parties to this Agreement. Prior to processing an amendment, a recommendation shall be requested from the RCS Board of Directors.
- 21.2. This Agreement constitutes the entire agreement of the parties and any previous oral or written agreements are superseded by this Agreement. Subsequent agreements may be entered into with CALTRANS and the County of Imperial concerning RCS matters.

22. Termination of Agreement

- 22.1. In order to terminate participation prior to the end of the fifteen year term, the withdrawing agency must provide no less than a one year written notice of intent to terminate participation.
- 22.2. Termination shall be granted provided that the withdrawing party:
 - 22.2.1. Returns to the RCS all equipment for value that the RCS Board of Directors determines is required to maintain the RCS for all remaining users; and,
 - 22.2.2. If the termination compromises the legality of the CSA benefit charges in the jurisdiction of the withdrawing agency, such agency shall be responsible for the remaining debt payments which would have aggregated from the CSA.
 - 22.2.3. If an agency that brought frequencies to the RCS opts to terminate, the RCS Board of Directors shall negotiate a settlement that either returns the same or equivalent operable frequencies, or provides equitable compensation if frequencies are left with the RCS.

23. Arbitration

- 23.1. If settlement on an issue cannot be reached between the grieving or terminating agency and the RCS Board of Directors, binding arbitration shall be employed to reach a settlement.
- 23.2. The arbitrator shall be selected by mutual agreement of the RCS Board of Directors and the terminating agency.
- 23.3. It shall be the duty of the arbitrator to hear and consider evidence submitted by the parties and to thereafter make written findings of fact and a disposition of the settlement which shall be binding in nature, except as to issues of law.
- 23.4. Each party to a hearing before an arbitrator shall bear his own expenses in connection therewith.
- 23.5. All fees and expenses of the arbitrator shall be borne one-half by remaining members of the RCS and one-half by the grieving or withdrawing agency.

Participating Agency Agreement

IN WITNESS WHEREOF, the parties hereto do affix their signatures.

COUNTY OF SAN DIEGO

Board of Supervisors Approval

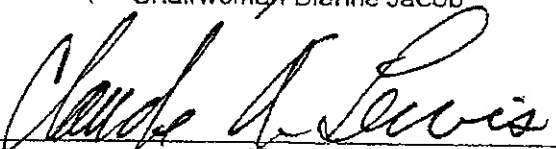
Date: MAR 7 1995

By 
Chairwoman Dianne Jacob

CITY OF CARLSBAD

Council Approval

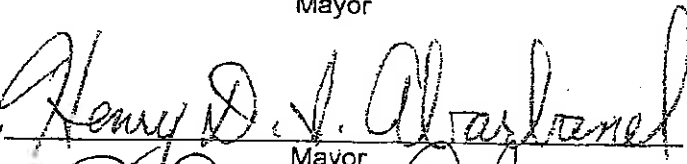
Date: MARCH 22, 1995

By 
Mayor

CITY OF DEL MAR

Council Approval

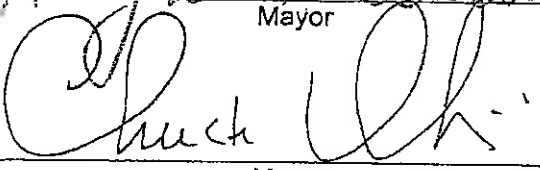
Date: 4-3-95

By 
Mayor

CITY OF ENCINITAS

Council Approval

Date: MARCH 22, 1995

By 
Mayor

CITY OF IMPERIAL BEACH

Council Approval

Date: _____

By _____
Mayor

CITY OF LEMON GROVE

Council Approval

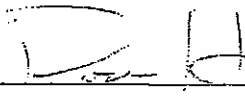
Date: _____

By _____
Mayor

CITY OF POWAY

Council Approval

Date: 4-13-95

By 
Mayor

CITY OF SAN MARCOS

Council Approval

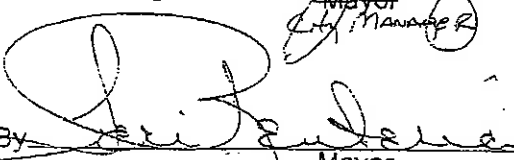
Date: 4/13/95

By 
Mayor

CITY OF SOLANA BEACH

Council Approval

Date: 4-17-95

By 
Mayor

Participating Agency Agreement

CITY OF VISTA

Council Approval

Date: 4-11-95

By Steven E. McMillan
Mayor

NORTH COUNTY DISPATCH JPA

Board of Directors Approval

Date: 1-25-96

By Thomas W. Campbell

HEARTLAND COMMUNICATIONS
FACILITY JPA

Board of Directors Approval

Date: 4/13/95

By James J. J. J.

IMPERIAL VALLEY EMERGENCY COMMUNICATIONS JPA
COUNTY OF IMPERIAL

Directors

Board of Supervisors Approval

Date: 11-28-96

By Steve J. J.

STATE OF CALIFORNIA,
DEPARTMENT OF TRANSPORTATION

State of California Approval

Date: _____

By _____

ALPINE FIRE PROTECTION DISTRICT

Governing Authority Approval

Date: 03-14-95

By Mary A. J.

BONITA-SUNNYSIDE
FIRE PROTECTION DISTRICT

Governing Authority Approval

Date: 5-2-95

By Donald Ruffell

Participating Agency Agreement

**BORREGO SPRINGS
FIRE PROTECTION DISTRICT**

Governing Authority Approval
Date: 4-13-95

By 

**DEER SPRINGS
FIRE PROTECTION DISTRICT**

Governing Authority Approval
Date: _____

By _____

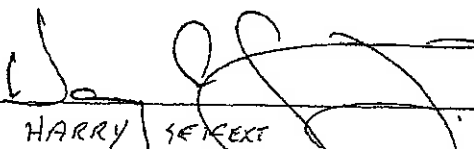
**EAST COUNTY
FIRE PROTECTION DISTRICT**

Governing Authority Approval
Date: March 7th 1995

By 

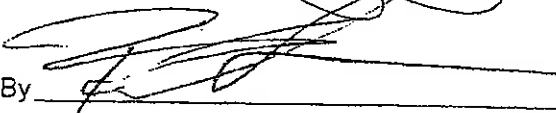
**JULIAN-CUYAMACA
FIRE PROTECTION DISTRICT**

Governing Authority Approval
Date: May 17, 2000

By 
HARRY SEXT

LAKESIDE FIRE PROTECTION DISTRICT

Governing Authority Approval
Date: Feb 13, 1996

By 

**LOWER SWEETWATER
FIRE PROTECTION DISTRICT**

Governing Authority Approval
Date: _____

By _____


**PINE VALLEY
FIRE PROTECTION DISTRICT**

Governing Authority Approval
Date: _____

By _____

**RANCHO SANTA FE
FIRE PROTECTION DISTRICT**

Governing Authority Approval
Date: _____

By 

Participating Agency Agreement

RURAL FIRE PROTECTION DISTRICT

Governing Authority Approval
Date: 2-13-96

By J. H. Hall

**SAN MIGUEL CONSOLIDATED
FIRE PROTECTION DISTRICT**

Governing Authority Approval
Date: 4/13/95

By Thomas F. Rosenberg

**VALLEY CENTER
FIRE PROTECTION DISTRICT**

Governing Authority Approval
Date: 5-24-01

By Jay Justis

VISTA FIRE PROTECTION DISTRICT

Governing Authority Approval
Date: 5-2-95

By Richard O. [Signature]

CITY OF SANTEE

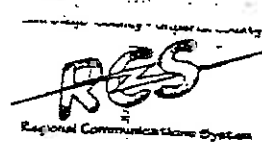
Council Approval
Date: _____

By _____

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL

BY [Signature]
Deputy Counsel

Approved and/or authorized by the Board
of Supervisors of the County of San Diego
Date: 3/17/95 Minute Order No. 52
THOMAS J. PASTUSZKA
Clerk of the Board of Supervisors
By [Signature]
Deputy Clerk



Participating Agency Agreement

RURAL FIRE PROTECTION DISTRICT

Governing Authority Approval
Date: _____

By _____

SAN MIGUEL CONSOLIDATED
FIRE PROTECTION DISTRICT

Governing Authority Approval
Date: 4/13/95

By Thomas J. Roseberry

VALLEY CENTER
FIRE PROTECTION DISTRICT

Governing Authority Approval
Date: _____

By _____

VISTA FIRE PROTECTION DISTRICT

Governing Authority Approval
Date: 5-2-95

By Richard O. [Signature]

CITY OF SANTEE

Council Approval
Date: 6/14/95

By Ronald L. Ballard
RONALD L. BALLARD, CITY MANAGER

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL

BY [Signature]
Deputy Counsel

Approved and/or authorized by the Board
of Supervisors of the County of San Diego
Date: 3/7/95 Minute Order No. 2
THOMAS J. PASTUSKA
Clerk of the Board of Supervisors
By [Signature]
Deputy Clerk



Participating Agency Agreement

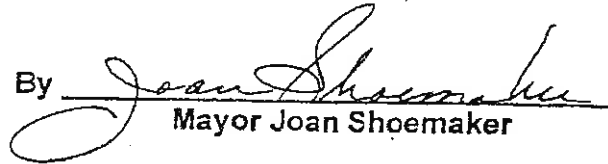
IN WITNESS WHEREOF, the parties hereto do affix their signatures.

CITY OF EL CAJON

Council Approval

Date: September 15, 1998

By

A handwritten signature in cursive script, appearing to read 'Joan Shoemaker', is written over a horizontal line.

Mayor Joan Shoemaker

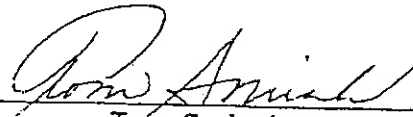
Participating Agency Agreement

IN WITNESS WHEREOF, the party hereto does affix his/her signature.

CITY OF CORONADO
Council Approval

Date: December 7, 1999

By



Tom Smisek

Title: Mayor, City of Coronado

Participating Agency Agreement

IN WITNESS WHEREOF, the party hereto does affix his/her signature.

CITY OF ESCONDIDO
Council Approval

Date: 4/5/2000

By Lori Holt Pfeiffer
Lori Holt Pfeiffer

Title: Mayor, City of Escondido

Participating Agency Agreement

IN WITNESS WHEREOF, the party hereto does affix his/her signature.

CITY OF LA MESA
Council Approval

Date: 2/23/00

By Art Madrid
Art Madrid

Title: Mayor, City of La Mesa



Participating Agency Agreement

IN WITNESS WHEREOF, the party hereto does affix his/her signature.

CITY OF CHULA VISTA
Council Approval

Date: _____

By Shirley Horton
SHIRLEY HORTON

Title: Mayor, City of CHULA VISTA

Participating Agency Agreement

IN WITNESS WHEREOF, the party hereto does affix her signature.

CITY OF LEMON GROVE
Council Approval

Date: 6/14/08

By Mary T. Sesson
MARY TERESA SESSOM

Title: Mayor, City of LEMON GROVE



Participating Agency Agreement

IN WITNESS WHEREOF, the party hereto does affix his/her signature.

Padre Dam Water District
District Council Approval

Date: _____

By C MICHAEL COURT
Print Name/Signature

Title: GEN. COUNSEL



Participating Agency Agreement

IN WITNESS WHEREOF, the party hereto does affix his/her signature.

CITY OF Oceanside
Council Approval

Date: April 10, 2002

By _____
Steven R. Jepson

Title: City Manager, City of Oceanside



Regional Communications System Participating Agency Agreement

IN WITNESS WHEREOF, the party hereto does affix his/her signature.

Department of California Highway Patrol
Agency Approval

Date: 9/4/02

By Brian L. Hagler
Brian L. Hagler

Title: Captain




Participating Agency Agreement

IN WITNESS WHEREOF, the party hereto does affix his/her signature.

City of National City
District Council Approval

Date: 11-16-04

By 
Print Name/Signature

Title: MAYOR - NATIONAL CITY



Participating Agency Agreement

IN WITNESS WHEREOF, the party hereto does affix his/her signature.

MiraCosta Community College District
Governing Authority Approval

Date:

By Victoria Munoz-Richart
Victoria Munoz-Richart

Title: College President

VP1




Participating Agency Agreement

IN WITNESS WHEREOF, the party hereto does affix his/her signature.

Metropolitan Transit System

Date: 9/2/05

By  PAUL C. JABLONSKI
Print Name/Signature

Title: CEO



Participating Agency Agreement

IN WITNESS WHEREOF, the party hereto does affix his/her signature.

San Diego Unified Port District

Date: 8/29/2006



Bruce Hollingsworth

Bruce Hollingsworth

Title: Executive Director



Participating Agency Agreement

IN WITNESS WHEREOF, the party hereto does affix his/her signature.

North County Transit District

Date: October 16, 2007

By  10/16/07
Larry Frum

Title: Manager Contracts and Procurement
North County Transit District




Participating Agency Agreement

IN WITNESS WHEREOF, the party hereto does affix his/her signature.

Santee School District

Date: March 17, 2009

By 

Title:

Exhibit "A"
Participating Agency Agreement

PARTIES TO THE MARCH 7, 1995 AGREEMENT

1. Alpine Fire Protection District
2. Bonita-Sunnyside Fire Protection District
3. Borrego Springs Fire Protection District
4. City of Carlsbad
5. City of Del Mar
6. City of Encinitas
7. City of Imperial Beach
8. City of Lemon Grove
9. City of Poway
10. City of San Marcos
11. City of Solana Beach
12. City of Vista
13. California Department of Transportation, District 11
14. County of Imperial (all county and city public safety agencies, all territories)
15. County of San Diego (county public safety and service agencies)
16. Deer Springs Fire Protection District
17. East County Fire Protection District
18. Heartland Communications Dispatch Facility JPA
19. Julian - Cuyamaca Fire Protection District
20. Lakeside Fire Protection District
21. Lower Sweetwater Fire Protection District
22. North County Dispatch JPA
23. Pine Valley Fire Protection District
24. Rancho Santa Fe Fire Protection District
25. Rural Fire Protection District
26. San Miguel Consolidated Fire Protection District
27. Valley Center Fire Protection District

Exhibit "B"
Participating Agency Agreement

ESTIMATED AGENCY ONE-TIME COSTS
Combined Voice and Data Backbone

<i>Jurisdiction</i>	<i>Number of Parcels*</i>	<i>Number of Benefit Units*</i>	<i>Per Cent of Total Benefit Units</i>	<i>Data One-Time \$ Based on Benefit Unit % **</i>	<i>Voice One-Time \$ Based on Benefit Unit %</i>	<i>Estimated Annual Cost Data ***</i>	<i>Estimated Annual Cost Voice ***</i>
Unincorporated	178,479	1,124,170	31.28%	\$2,498,528	\$8,755,256	\$300,874	\$1,054,312
Carlsbad	34,051	203,725	5.67%	452,790	1,586,650	54,525	191,065
Del Mar	4,880	19,533	0.54%	43,413	152,127	5,228	18,319
Encinitas	19,785	158,735	4.42%	352,787	1,236,259	42,484	148,871
Imperial Beach	4,998	63,198	1.76%	140,461	492,198	16,914	59,271
Lemon Grove	8,940	65,225	1.81%	144,966	507,985	17,457	61,172
Poway	14,445	111,924	3.11%	248,757	871,686	29,955	104,969
San Marcos	12,876	118,743	3.30%	263,813	924,794	31,780	111,364
Solana Beach	12,900	47,666	1.33%	105,939	371,228	12,757	44,703
Vista	19,630	203,328	5.66%	451,907	1,583,558	54,419	190,693
Chula Vista	35,652	360,726	10.04%	801,733	2,809,405	96,545	338,310
Coronado	10,456	62,388	1.74%	138,661	485,890	16,698	58,511
El Cajon	17,918	240,260	6.63%	533,991	1,871,192	64,303	225,330
La Mesa	18,051	168,620	4.69%	374,767	1,313,246	45,130	156,142
National City	8,823	113,982	3.17%	253,331	887,714	30,506	106,899
Oceanside	48,610	406,690	11.32%	903,889	3,167,377	108,847	381,417
Santee	14,596	125,247	3.48%	278,368	975,448	33,521	117,464
TOTAL	461,890	3,584,159	100%	\$7,988,212	\$27,992,013	\$961,944	\$3,370,811

* Based on 1994 counts. Does not include Benefit Units for trailer parks in the cities. The approach still needs to be refined with the individual cities.

** Data One-time cost is for backbone only. It does not include agency integration costs.

*** Based on 8.5% annual percentage rate.

March 7, 1995

Exhibit "C"
Participating Agency Agreement

ESTIMATED COSTS OF AGENCY ENTERING SYSTEM AFTER MARCH 7, 1995
City of Santee

Number of Benefit Units 125,247

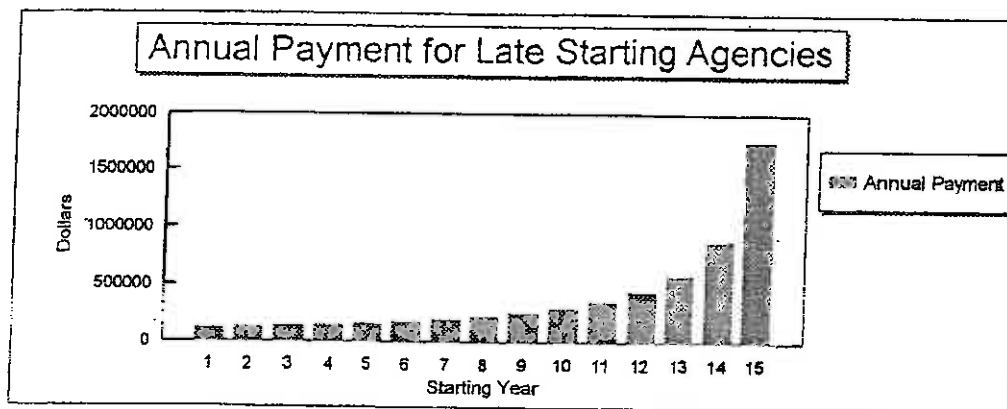
Percent of Total Benefit 3.48%

Financing Costs of One Time Cost for 15 Years at 8.5% APR

Principal	Financing	Total	Annual Payment
\$975,448	\$786,510	\$1,761,958	\$117,464

Annual Payment if Join in Year

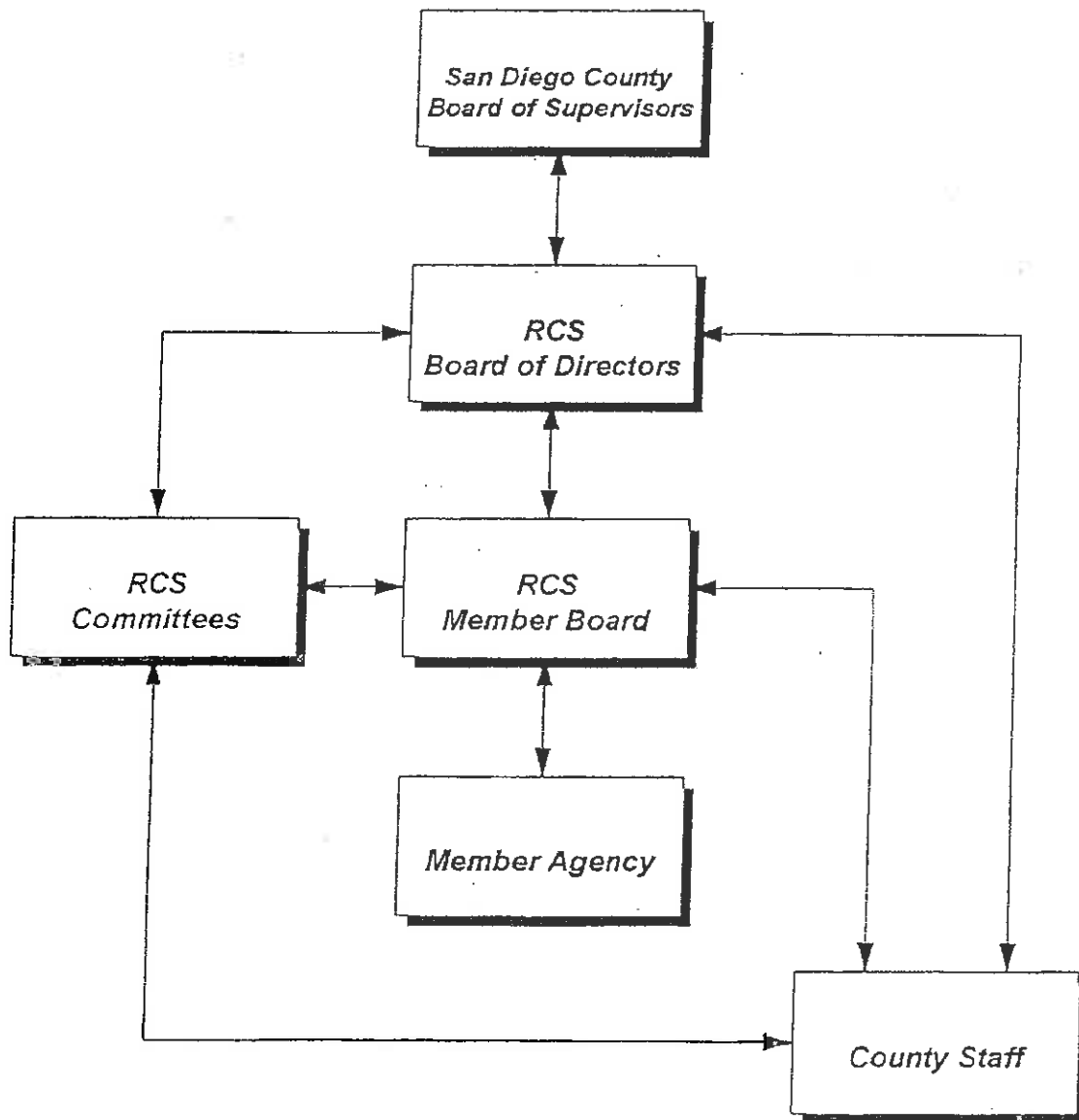
Year	Annual Payment
1	\$117,464
2	\$125,854
3	\$135,535
4	\$146,830
5	\$160,178
6	\$176,196
7	\$195,773
8	\$220,245
9	\$251,708
10	\$293,660
11	\$352,392
12	\$440,490
13	\$587,319
14	\$880,979
15	\$1,761,958



March 7, 1995

Exhibit "D"
Participating Agency Agreement

GOVERNANCE STRUCTURE



↔
Reporting Relationships,
Lines of Communication

March 7, 1995

STAFF REPORT

NO. 09-17

TO: BOARD OF DIRECTORS
FROM: NICHOLAS PAVONE, FIRE CHIEF
SUBJECT: GRANTING OF SEWER EASEMENT TO THE RANCHO SANTA FE
COMMUNITY SERVICES DISTRICT
DATE: AUGUST 13, 2009



BACKGROUND

The current fire station sewer service is provided by a lateral connection from the fire station to the main sewer line. The sewer district standards allow only one lateral connection per structure/building due to capacity requirements. When the Fire District entered into a mutual benefit agreement with the neighboring property owner (Jerry Schoenfelder), the agreement stated that Mr. Schoenfelder would bear the cost of extending the sewer line main, to allow his property to have sewer service.

CURRENT SITUATION

The extension of the sewer main necessitates that the Fire District grant an easement to the Rancho Santa Fe Community Services District. The perpetual easement is for that portion of the sewer main that is on the Fire District property. The Easement is for installation, construction, maintenance, repair, etc. for the extension of the main sewer line. The proposed easement does not interfere with any of the District's plan for the new fire station. Legal counsel has been involved in the development of the easement agreement and has thoroughly reviewed the documents.

RECOMMENDATION

Staff recommends approval of granting the easement to the Rancho Santa Fe Community Sewer District and authorizes the Board President to sign on behalf of the District.

**WHEN RECORDED, PLEASE MAIL
THIS INSTRUMENT TO:**

Secretary, Board of Directors
Rancho Santa Fe Community Services District
605 Third Street
Encinitas, CA 92024

NO TRANSFER TAX DUE

**SPACE ABOVE FOR
RECORDER'S USE ONLY**

EASEMENT

Sewer Lines and Appurtenances

Assessor's Parcel No.: 269-071-17 and 269-183-47

Project Name: Fairbanks Ranch Fire Station Expansion

RANCHO SANTA FE FIRE PROTECTION DISTRICT, a special district organized under the laws of the State of California, hereinafter designated Grantor(s), owner(s) of the hereinafter described lands, for a valuable consideration, do(es) hereby GRANT and CONVEY to the **RANCHO SANTA FE COMMUNITY SERVICES DISTRICT**, herein designated Grantee, a perpetual easement and right-of-way upon, through, under, over and across the hereinafter described real property for the installation, construction, operation, maintenance, repair, replacement, and reconstruction of sewer pipe lines and/or mains, manholes, sewer lateral pipe lines, and all structures incidental thereto, together with the perpetual right to remove buildings, structures, trees, bushes, undergrowth, flowers, and any other obstructions interfering with the use of said easement and right-of-way by Grantee, its successors or assigns and in addition thereto, to remove soil and other materials within said right-of-way and to use the same in such manner and at such locations as said Grantee may deem proper, needful or necessary in the construction, reconstruction and maintenance of said sewer lines or structures incidental thereto.

To have and to hold said easement and right-of-way unto itself and unto its successors and assigns forever.

The real property referred to herein and made subject to said easement and right-of-way by this grant is situated in the County of San Diego, State of California, and is particularly described as follows:

SEE EXHIBIT "A" (LEGAL DESCRIPTION) AND EXHIBIT "B" (EASEMENT PLAT)
ATTACHED HERETO AND MADE A PART HEREOF.

The Grantors may, at their own risk, use the surface of the above described real property in a manner that will not interfere with or be detrimental to the use of said easement and right-of-way by Grantee, its successors and assigns, provided no trees shall be planted or grown thereon.

The Grantors hereby covenant and agree for themselves, their heirs, successors and assigns, that there shall not be constructed or maintained upon the above described real property or within said easement and right-of-way any building or structure of any nature or kind that will interfere with the use of said easement and right-of-way by Grantee, its successors or assigns, or that will interfere with the ingress or egress along said easement by said Grantee, its successors or assigns.

The Grantee hereby covenants and agrees for itself, its successors and assigns, not to prevent the Grantors, their heirs, successors and assigns, from crossing over said real property and agrees that the Grantors, their heirs, successors and assigns may enjoy the continued use of the surface of said real property herein described, subject to the conditions above stated; and the Grantee hereby covenants and agrees that after the installation of any pipeline by it, in any excavation made by it, in the above described easement and right-of-way, it will backfill any such excavation made by it so as to fill said excavation as nearly as practicable to the level of the surrounding ground, and will replace any oiled, asphalt or concrete surface with like material and will replace any fence removed by it.

Executed this _____ day of _____, 2009.

GRANTOR

RANCHO SANTA FE FIRE PROTECTION DISTRICT
a special district organized under the laws of the State of California

By: _____
Name: _____
Its: _____

This is to certify that the interest in real property conveyed by the foregoing deed or grant to the **RANCHO SANTA FE COMMUNITY SERVICES DISTRICT** a political corporation and/or governmental agency, is hereby accepted on behalf of the Board of Directors of said District and the District consents to recordation thereof by its duly authorized officer.

Dated _____

Chuck Duffy, General Manager
Rancho Santa Fe Community Services District



CALIFORNIA SPECIAL DISTRICTS ASSOCIATION

Proposition 1A Suspension FAQ

Prop 1A Suspension

Q: When was the Prop 1A suspension approved by the governor?

A: Governor Arnold Schwarzenegger signed AB x4 14 and AB x4 15 on July 28, 2009.

Q: Where can I find the bill language that authorizes the suspension of Prop 1A?

A: [AB x4 14](#) is the bill that suspends Prop 1A. [AB x4 15](#) is the bill that lays out the repayment language and loan securitization mechanism. Click on the bills to see the full language.

Q: Which special districts are affected by the Prop 1A suspension?

A: Any special district that receives property tax money.

Q: How much property tax revenue can I expect to be diverted?

A: It will be an 8 percent shift of your total 2008-09 property tax revenues.

Q: Does this affect any special taxes or assessments that we receive?

A: No, this shift only affects your property tax revenues.

Q: Is the 8 percent borrowing calculated before or after the current ERAF shifts?

A: The 8 percent shift of your property tax is calculated *after* your ERAF shifts.

Q: When is the state required to repay special district, city and county property tax money?

A: The State Constitution requires the state to repay the borrowed property tax money within three years with interest.

Q: Will next year's property taxes be affected by this year's Prop 1A suspension?

A: No, this is a one-time borrow that will only affect property taxes in the 2009-10 fiscal year.

Q: When can the state borrow property tax revenue again?

A: According to Prop 1A, the state can borrow again as soon as the first loan is repaid, but no more than twice in a ten year period.

Q: When will we see the reduction in our property tax revenues?

A: You will see a reduction in your property tax revenues when you receive your property taxes as dispersed by the county auditor. The county auditor is required to shift the 8 percent property tax revenue in two installments, once before January 15, 2010, and again after the first transfer but no later than May 1, 2010.

Q: Will the revenues be automatically reduced or will our district need to write a check to the state?

A: The county auditor will automatically reduce your share of property tax revenues this year.

Q: Where are the funds being transferred?

A: The funds will be transferred to the Supplemental Revenue Augmentation Fund (SRAF). Funds in SRAF can be used to reimburse the state for the costs of providing health care, trial court, correctional, or other state-funded services and costs.

Q: What guarantees are there that the state will repay us within three years?

A: There are a few provisions that compel the state to repay local entities in time. First, the state constitution explicitly says that the state must repay local entities within three years and with interest. Second, the Prop 1A repayment has been granted priority payment after education obligations and debt service on general obligation bonds. Third, AB x4 15 allows for an expedited court process if the state has not fully repaid local governments by June 30, 2013.

Q: Are there any exemptions to the Prop 1A suspension?

A: There is a hardship exemption provision that allows any local entity facing extreme hardship because of the Prop 1A shift to apply to the Department of Finance for a hardship exemption. The Director of Finance may consider granting a full or partial decrease in the property tax amount shifted based on certain factors, including, but not limited to, (1) whether the local agency is the subject of a current bankruptcy proceeding or whether the property tax shift would likely cause the local agency to seek bankruptcy protection; and (2) whether the local agency has any financial reserves and whether the full property tax shift would impair the ability of the local agency to provide a basic level of core public services.

Q: How does my district apply for a hardship exemption?

A: A written request must be received by the Director of Finance by October 15, 2009. The Director of Finance must approve or reject the requests for a hardship exemption by November 15, 2009. The Director of Finance may not grant decreases in the suspension amount that totals more than 10 percent of the combined total shift of property tax per county.

Q: Does a hardship exemption affect other agencies in the county?

A: Yes. If a local agency in a county is granted a hardship exemption, then the property tax amount exempted from the shift must be proportionately distributed to all the other local agencies in the county. In this circumstance, the local entities in that county would have more than 8 percent of their property tax shifted to the state.

Q: So should our district expect more than an 8 percent shift of our property tax revenues?

A: Not exactly. The hardship exemption will only be granted at the discretion of the Director of Finance and currently he would like to see if the loan securitization

mechanism is successful in replacing the diverted property tax revenues. If the loan securitization mechanism sells 100 percent of the bonds from the participating local agencies then no hardship exemptions would be necessary.

Loan Securitization Mechanism

Q: Who is the entity administering the loan securitization program?

A: The California Statewide Communities Development Authority (CA Communities) is a joint powers authority that has been designated by the state to administer the Prop 1A securitization program. CA Communities is sponsored by the California State Association of Counties and the League of California Cities and has joined with CSDA to make the Prop 1A securitization program available to special districts, cities and counties across the state.

Q: How does the program work?

A: The state will issue Prop 1A receivables to any special district, city or county that they shift property tax from. Those local entities can join the CA Communities' loan securitization program and exchange their Prop 1A receivables for cash. CA Communities will sell bonds to finance the purchase price of the receivables and all the proceeds from the sale will be evenly distributed to the local agencies participating in the program. The bonds would be repaid from the state's repayment to local agencies in 2013.

Q: Does my district have to participate?

A: No. It is an option for those local entities that wish to replace their property tax loss.

Q: Does CA Communities have any experience with this type of program?

A: Yes. CA Communities conducted a similar securitization program for cities and counties when the state borrowed Vehicle License Fee revenues in 2005.

Q: How does my district join?

A: Applications and a final timeline are being developed. For now, you can sign up to receive additional information at www.cacommunities.org. In addition, CSDA will keep our members up-to-speed with any new developments.

Q: Are there any restrictions to joining?

A: No. CA Communities is required to accept any local entity affected by the suspension, regardless of the amount of property tax revenue lost.

Q: Is there a cost to join CA Communities for the Prop 1A loan securitization program?

A: Most likely there will be no cost to join but details are in the works.

Q: Are there any downsides to participating in the Prop 1A loan securitization program?

A: From what we can see, no. The state will pay for the borrowing interest incurred and the costs of issuance required for each agency to participate. It is intended that local

agencies participating will receive 100 percent of their respective Prop 1A receivable, although the final results will depend on bond market conditions.

Other Options

Q: What are my district's options other than participating in the Prop 1A loan securitization program?

A: A district can opt to not join CA Communities if they feel that they can absorb the loss in property tax revenue this year.

Q: What can I expect to happen if my district does not join CA Communities?

A: If your district can sustain an 8 percent property tax shift this year, and your district chooses not to participate in CA Communities' loan securitization program, then the district can expect to be repaid directly from the state by June 30, 2013, with interest.

Q: What is the interest rate for those entities that choose not to participate in the Prop 1A loan securitization program?

A: The interest rate will be determined by the Director of Finance by September 28, 2009 and must be higher than the Pooled Money Investment Board interest rate but no greater than 6 percent. If your district can sustain the property tax shift, this can be viewed as an investment opportunity.

Note: CSDA is working with the League of California Cities, the California State Association of Counties, CA Communities and the Department of Finance on amendments to AB x4 15. Our proposed amendments tighten the repayment language and increase the flexibility for local entities to secure a loan through the loan securitization program and also contain other technical clean-up language. If these amendments are approved by the legislature and the governor, some provisions may change slightly. CSDA will alert members of any changes or new developments.



PROPOSITION 1A SECURITIZATION FREQUENTLY ASKED QUESTIONS

What is Proposition 1A Securitization?

On July 28, 2009, the California legislature and Governor Arnold Schwarzenegger passed the state budget and approved a provision allowing the state to borrow eight percent of the amount of property tax revenue apportioned to cities, counties and special districts. Under the provision, the state will be required to repay those obligations by June 30, 2013.

The provision also created an option for California local public agencies to relieve the burden of loaning the state property tax revenues. The provision, called Proposition 1A Securitization, authorizes the California Statewide Communities Development Authority (California Communities) to purchase the receivable due to local agencies from the State.

How does Proposition 1A Securitization work?

The legislation for the Proposition 1A Securitization authorizes cities, counties and special districts to sell their state repayment obligations to California Communities. In a simultaneous transaction, California Communities will issue bonds and remit the cash proceeds to the participating local public agencies. Bondholders will receive their repayment from the state at a later date. The legislation requires that local agencies participating in the securitization program will receive 100% of their respective Prop 1A receivables.

How much does it cost a public agency to participate in Proposition 1A Securitization Program?

There is no cost to participate in Proposition 1A Securitization Program. All interest costs and costs of the securitization will be paid by the state.

When can my agency expect to receive payment?

Depending upon cleanup legislation expected in the California legislature, California Communities is targeting completion of the securitization transaction for November or early December, 2009, which would result in payment to participating local public agencies prior to transfer of the first installment of property taxes. Should the legislature not pass the anticipated legislative amendments, however, California Communities' next opportunity to securitize will likely be March, 2010.

Is participation in Proposition 1A Securitization Program voluntary?

Yes. The Proposition 1A Securitization provision creates the option for cities, counties and special districts to receive early payment on their obligations from the state. No public agency is required to securitize.

What are our options if we decide not to participate in Proposition 1A Securitization Program?

Public agencies that do not participate in Proposition 1A Securitization Program can expect to receive repayment plus interest from the state for its obligations by June 30, 2013. The interest rate to be paid by the state to local public agencies will be set by the State of California Director of Finance on or before September 28, 2009. That amount must be higher than the current Pooled Money Investment Account rate, but no higher than 6%.

Has California Communities conducted a program like this before?

Yes. In 2005, California Communities conducted a similar bond securitization program for local agencies when the state borrowed Vehicle License Fee (VLF) revenues from cities and counties. California Communities securitized \$455 million in VLF payments due from the state to provide advance repayment to 146 participating cities and counties.

How is Prop 1A Securitization different from the VLF financing that California Communities conducted?

Under the VLF financing program in 2005, local agencies in California were required to cover the costs of issuance and pay the interest cost. As a result, local agencies only received about 93 cents on the dollar from their loans to the state. Under the proposed Proposition 1A Securitization program, the state will pay for the borrowing interest incurred and the costs of issuance required for each agency to participate. The legislation requires that local agencies participating in the securitization program will receive 100% of their respective Prop 1A receivables.

Do I need to become a member of California Communities to participate in Proposition 1A Securitization?

No, public agencies are free to participate in the program without becoming members of California Communities.

Does a public agency incur any liability by participating in Proposition 1A Securitization?

No. The bonds issued by California Communities are not obligations of any of the local agency program participants.. The California Communities joint powers agreement expressly provides that California Communities is an entity separate and apart from the participating public agencies, and "its debts, liabilities and obligations do not constitute debts, liabilities or obligations of any party to the joint powers agreement." Participating public agencies are not responsible for any repayment of debt, nor are they named in any of the bond documents.

What is California Communities?

The California Statewide Communities Development Authority, known as CSCDA or California Communities, is a joint powers authority sponsored by the League of California Cities and the California State Association of Counties.

California Communities was created by the California State Association of Counties and the League of California Cities in 1988 to enable local government and eligible private entities access to low-cost, tax-exempt financing for

projects that provide a tangible public benefit, contribute to social and economic growth and improve the overall quality of life in local communities throughout California.

Who are the Commissioners of California Communities?

The Commission is made up of local government representatives appointed by elected officials through the California State Association of Counties and the League of California Cities executive committees.

How much public benefit financing has California Communities issued on behalf of its Program Participants?

California Communities has issued more than \$40.2 billion through 1,212 financings since 1988 and consistently ranks in the top 10 of more than 3,000 nationwide public issuers of tax-exempt debt, as measured by annual issuance amount.

Previous public benefit projects have included financing more than \$700 million in public infrastructure projects, \$122 million in lease obligations for local governments to acquire equipment, vehicles, and computer technology among other needs, and \$397 million of pension obligation bonds to provide an alternative finance mechanism for unfunded liabilities.

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